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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, 15 16 Plaintiff, 17 v. 18 TOUFIC JOSEPH BAAKLINI, 19 20 Defendant.	No.	2:21-cr-00160 -DMG <u>DEFERRED PROSECUTION</u> <u>AGREEMENT</u>
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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 Toufic Joseph Baaklini
 25 ("defendant Baaklini"). 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

1 The USAO is not aware of other investigations conducted by the USAO
2 in which defendant Baaklini is a target or subject.

3 2. This DPA is entered into to resolve the USAO's criminal
4 investigation of defendant Baaklini's role and conduct regarding
5 alleged violations of Federal Election Campaign Act laws between
6 January and March 2016 (the "Investigation").

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

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

20 a. Waives his right to indictment on these charges, as
21 well as all rights to a speedy trial pursuant to the Sixth Amendment
22 to the United States Constitution, Title 18, United States Code,
23 Section 3161, and Federal Rule of Criminal Procedure 48(b), and
24 agrees to reaffirm these waivers at his initial appearance before
25 the court on the Information, if an initial appearance is necessary
26 pursuant to Paragraph 3(f);

27 b. Waives, relinquishes, and gives up: (i) any right
28 that defendant Baaklini might have not to be prosecuted for the

1 offenses charged in the Information because of the expiration of the
2 statute of limitations for those offenses prior to the filing of the
3 Information; and (ii) any defense, claim, or argument defendant
4 Baaklini could raise or assert that prosecution of the offenses
5 charged in the Information is barred by the expiration of the
6 applicable statute of limitations, pre-indictment delay, post-
7 indictment delay, or any speedy trial violation;

8 c. Waives, relinquishes, and gives up any right to
9 challenge the form of the charges alleged in the Information,
10 including without limitation that the charges are duplicitous.

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

18 e. Following a Breach, defendant Baaklini agrees to
19 accept service, through counsel reflected in this agreement, of a
20 summons to make an initial appearance on the Information before the
21 criminal duty United States Magistrate Judge, Central District of
22 California, located in the Roybal Federal Building and United States
23 Courthouse, 3rd Floor, 255 E. Temple Street, Los Angeles,
24 California, on a date and time to be agreed upon by the parties to
25 this agreement, but no earlier than 30 days following a Breach and
26 no later than 90 days after a Breach (absent a Breach, defendant
27 Baaklini is not required to appear on the Information); and

28

1 f. Following a Breach, defendant Baaklini agrees to make
2 an initial appearance on the Information as specified in the
3 summons.

4 4. Defendant Baaklini acknowledges and agrees that he is
5 responsible under United States law for the acts charged in the
6 Information and set forth in the Statement of Facts, and that the
7 facts described in the Statement of Facts are true and correct.
8 Should the USAO pursue the prosecution that is deferred by this DPA
9 following a Breach, defendant Baaklini stipulates to the
10 admissibility of the Statement of Facts in any proceeding, including
11 any trial, guilty plea, or sentencing proceeding involving the
12 charges in the Information or based on the Statement of Facts, and
13 agrees not to contradict anything in the Statement of Facts at any
14 such proceeding. Defendant Baaklini's entry into this DPA does not
15 constitute an admission that he is guilty of the offenses charged in
16 the Information. In the event that the USAO offers the Statement of
17 Facts in any such proceedings, defendant Baaklini agrees that he
18 will not challenge the admissibility or accuracy of the Statement of
19 Facts, but reserves the right to make any other argument relating to
20 the Statement of Facts.

21 **III. EFFECTIVE DATE OF AGREEMENT**

22 5. This agreement is effective upon signature and execution
23 of all required certifications by defendant Baaklini, defendant
24 Baaklini's counsel, and an Assistant United States Attorney (the
25 "Initial Effective Date").

26 **IV. TERM OF THE DPA**

27 6. This DPA is effective for a period beginning on the
28 Initial Effective Date and ending one year from the Initial

1 Effective Date (the "Term"). Defendant Baaklini agrees, however,
2 that, in the event of a Breach by defendant, then an extension or
3 extensions of the Term of up to six months may be imposed by the
4 USAO, without prejudice to the USAO's right to proceed as provided
5 in Paragraphs 19-22 below. Any extension of the Term extends all
6 terms of this DPA, including the terms and conditions of the
7 requirements in Paragraphs 9-11, for an equivalent period.

8 7. Notwithstanding the foregoing, defendant Baaklini agrees
9 to continue to cooperate as described in Paragraph 9 of this
10 Agreement until the conclusion of any criminal investigation or
11 prosecution (through the entry of final judgment) of any individual
12 relating to the Statement of Facts.

13 **V. RELEVANT CONSIDERATIONS**

14 8. The USAO enters into this DPA based on the individual
15 facts and circumstances presented by this case and by defendant
16 Baaklini. Among the factors considered were the following:

17 (a) defendant Baaklini's cooperation with the government and
18 agreement to further cooperate; (b) defendant Baaklini's payment of
19 the fine set forth below; (c) defendant Baaklini's willingness to
20 acknowledge and accept responsibility for the actions charged in the
21 Information and those set forth in the Statement of Facts; (d)
22 defendant Baaklini's personal mitigating factors; and (e) the nature
23 and seriousness of the offense conduct.

24 **VI. MATERIAL CONDITIONS OF DEFERRED PROSECUTION**

25 9. During the Term, defendant Baaklini agrees to comply with
26 the following conditions:

27 a. To pay a fine to the United States in the amount of
28 \$90,000. The fine will be paid in full within sixty (60) days of

1 the Initial Effective Date of the DPA. The fine will be paid by
2 certified check, business check, or money order made payable to
3 "U.S. Treasury" and will identify the case name and number on the
4 "memo" line. The payment can be provided to: United States
5 Attorney's Office, Civil Division, Financial Litigation Section, 300
6 N. Los Angeles St., Suite 7516, Los Angeles, CA 90012, with email
7 proof of the same provided to the USAO;

8 b. Defendant Baaklini agrees to assist the United States
9 by providing an interview, or interviews, as provided in Paragraph
10 10 below, and by responding truthfully and completely to the
11 questions that may be put to him during that interview (or
12 interviews), as well as any testimony that may be required under
13 that Paragraph;

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

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

22 10. If requested by the USAO:

23 a. to participate in in-person interview(s) with
24 representatives from the USAO, Federal Bureau of Investigation
25 ("FBI"), and other government representatives selected at the
26 discretion of the USAO, at the USAO's office in Los Angeles,
27 California. The government may elect to conduct the interview by
28 video teleconference, which decision will be at the sole discretion

1 of the government. The government may record the interview, which
2 decision will be at the sole discretion of the government. Any
3 further interview will occur on a date agreed to by the parties
4 through counsel indicated in this agreement. Any travel expenses
5 incurred by defendant for this interview will be the responsibility
6 of defendant. Subject to any applicable privilege, during the
7 course of the interview(s) or shortly thereafter, defendant Baaklini
8 shall produce to the government any requested documents, including
9 communications, that are in his possession, custody, or control,
10 regardless of where such documents are held, that may be necessary
11 to refresh his recollection, test the accuracy or veracity of his
12 statements during the interview, or to otherwise support the
13 information provided by defendant Baaklini during the interview. No
14 later than twenty-one days in advance of each interview, the
15 government will provide defendant Baaklini's counsel a written list
16 of the participants for each interview and a non-exhaustive written
17 list of agenda items for each interview.

18 b. In the event that the USAO requires any testimony
19 from defendant Baaklini following his interview(s), defendant
20 Baaklini agrees to accept service of a grand jury or trial subpoena
21 compelling his attendance at a proceeding in the Central District of
22 California.

23 11. Thirty days prior to the end of the Term, defendant
24 Baaklini will provide to the USAO a certification signed by himself
25 and counsel stating that he has met the conditions set forth in
26 Paragraph 9 of this DPA. Such certification will be deemed a
27 material statement and representation by defendant Baaklini to the
28 executive branch of the United States for purposes of 18 U.S.C.

1 § 1001 (false statement to federal agency) and 18 U.S.C. § 1505
2 (obstruction of federal proceeding), and it will be deemed to have
3 been made in the Central District of California.

4 **VII. CONDITIONAL RELEASE FROM LIABILITY**

5 12. Nothing in this DPA shall preclude or limit the USAO or
6 any government entity from bringing a criminal prosecution against
7 defendant Baaklini for making false statements, obstruction of
8 justice, perjury, subornation of perjury, witness tampering, or
9 aiding and abetting or conspiring to commit such offenses, based on
10 defendant Baaklini's conduct in performing obligations under this
11 DPA, including information provided pursuant to defendant Baaklini's
12 interview(s) or testimony. Further, the USAO may use any
13 information related to the conduct described in the Statement of
14 Facts against defendant Baaklini: (a) in a prosecution for perjury
15 or obstruction of justice; or (b) in a prosecution for making a
16 false statement.

17 13. This DPA does not provide any protection against
18 prosecution by the USAO for conduct that is not expressly referenced
19 in the Information or the Statement of Facts.

20 14. This DPA does not provide any protection against
21 prosecution by the USAO for any future conduct by defendant
22 Baaklini.

23 15. Nothing in this DPA in any way limits the USAO's ability
24 to use any information related to the conduct described in the
25 Information or the Statement of Facts in any prosecution or other
26 action not specifically precluded by this DPA.

27 16. Absent a Breach, with respect to any prosecution that may
28 be brought against defendant Baaklini by the USAO, the USAO will not

1 offer in evidence in its case-in-chief any statements made by
2 defendant Baaklini during the interview(s) or the statements in the
3 Statement of Facts.

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

16 **VIII. DEFERRED PROSECUTION**

17 18. In consideration of defendant Baaklini's agreement to the
18 terms set forth in Paragraphs 3, 4, 9, 10, and 11 above, the USAO
19 agrees that any prosecution of defendant Baaklini for the conduct
20 set forth in the Information and Statement of Facts will, subject to
21 the breach provisions in Paragraph 19-22, be deferred for the Term.
22 Absent a Breach, when the Term has expired, the USAO will move the
23 Court to dismiss the Information with prejudice.

24 **IX. BREACH OF THE AGREEMENT**

25 19. Defendant Baaklini agrees that if, during the Term, (a)
26 the government determines that any material fact included in the
27 Statement of Facts is false; (b) Baaklini knowingly and deliberately
28 provides in connection with this DPA materially false or misleading

1 information; (c) Baaklini knowingly fails to fulfill the obligations
2 set forth in Paragraphs 3, 4, 9, 10, 11, and 24 of this DPA; or (d)
3 Baaklini otherwise fails specifically to perform or to fulfill
4 completely any of defendant Baaklini's obligations under this DPA,
5 the USAO may, in its discretion, subject to the procedural
6 requirements of Paragraph 20 below, seek from the Court a finding
7 that defendant has knowingly breached a provision of this DPA.
8 Counsel for defendant Baaklini will be provided notice of any motion
9 to the Court seeking a finding of breach and have an opportunity to
10 respond to such a motion. Upon such a finding by the Court,
11 defendant Baaklini shall thereafter be subject to prosecution for
12 any federal criminal violation of which the USAO has knowledge,
13 including, but not limited to, the charges in the Information
14 described in Paragraph 3.

15 20. In the event the USAO determines that defendant Baaklini
16 has knowingly breached a provision of this DPA deemed material by
17 the USAO, the USAO agrees to provide defendant Baaklini with written
18 notice of the conduct constituting such breach through counsel
19 reflected in this agreement. Within thirty days of receipt of such
20 notice, defendant Baaklini shall have the opportunity to respond to
21 the USAO in writing to explain the nature and circumstances of the
22 conduct underlying the alleged breach, as well as the actions
23 defendant Baaklini has taken to address and remediate the situation,
24 which explanation the USAO shall consider in determining whether to
25 seek from the Court a finding that defendant Baaklini has breached
26 this DPA. A final determination that a material breach has occurred
27 may be made only upon a finding by the Court, based on a
28 preponderance of evidence, that defendant Baaklini knowingly

1 breached a provision of the DPA deemed material by the USAO, after
2 notice to defendant Baaklini and his counsel and an opportunity to
3 be heard by the Court.

4 21. In the event that the Court determines that defendant
5 Baaklini has breached this DPA and the USAO determines to pursue
6 prosecution of defendant Baaklini for the charges in the
7 Information, then: (a) all statements made by or on behalf of
8 defendant Baaklini to the USAO or to the Court, including the
9 Statement of Facts and during defendant Baaklini's interview(s), and
10 any evidence derived from such statements, shall be admissible
11 against defendant Baaklini in any criminal prosecution brought by
12 the United States against defendant Baaklini; (b) defendant Baaklini
13 waives, gives up, and shall not assert any claim under the United
14 States Constitution, any statute, Rule 11(f) of the Federal Rules of
15 Criminal Procedure, Rule 410 of the Federal Rules of Evidence, or
16 any other federal rule that any statements made by or on behalf of
17 defendant Baaklini prior or subsequent to this DPA, including the
18 Statement of Facts or statements made during defendant Baaklini's
19 interview(s), or any evidence derived therefrom, should be
20 suppressed or is inadmissible, in a prosecution by the United States
21 against defendant Baaklini; (c) defendant Baaklini agrees that any
22 applicable statute of limitations for the charges in the Information
23 is tolled between the date of his signing of this DPA and the date
24 60 days after the Court's finding that defendant Baaklini has
25 breached this agreement; and (d) defendant Baaklini remains bound by
26 all other waivers expressly made as part of this agreement.

27 22. Defendant Baaklini acknowledges that the USAO has made no
28 representations, assurances, or promises concerning what sentence

1 may be imposed by the Court if defendant Baaklini breaches this DPA,
2 the USAO follows through with prosecution, and this matter proceeds
3 to judgment. Defendant Baaklini further acknowledges that any such
4 sentence is solely within the discretion of the Court and that
5 nothing in this DPA binds or restricts the Court in the exercise of
6 such discretion.

7 **X. PUBLIC FILINGS AND STATEMENTS**

8 23. Defendant Baaklini and the USAO agree that the Information
9 and DPA (and its exhibits) shall be publicly filed in the United
10 States District Court for the Central District of California before
11 the expiration of the Term. At least 10 court days prior to the
12 USAO filing the Information and DPA or a press release related to
13 the Information and DPA, the USAO will provide counsel reflected in
14 this agreement notice of its intent to file the Information and DPA
15 or press release.

16 24. Defendant Baaklini expressly agrees that he shall not,
17 either himself or through present or future attorneys, agents, or
18 any other person authorized to speak for defendant Baaklini, make
19 any public statement, in litigation or otherwise, contradicting the
20 facts set forth in the Statement of Facts. Any material
21 contradictory statement by defendant Baaklini, or directed or
22 knowingly caused by him, regarding a fact in the Statement of Facts
23 shall, subject to cure rights of defendant Baaklini described below,
24 constitute a Breach of this DPA, and the USAO may thereafter seek a
25 finding from the Court of Breach. If the Court finds a knowing
26 Breach, the USAO may then seek prosecution as set forth in
27 Paragraphs 18-21 of this DPA. The decision whether any public
28 statement by defendant Baaklini's counsel, agent, or other person

1 authorized to act on his behalf, materially contradicting a fact
2 contained in the Statement of Facts will be imputed to defendant
3 Baaklini for the purpose of determining whether he has breached this
4 DPA shall be subject to a finding by the Court, based on a
5 preponderance of the evidence, after notice to defendant Baaklini
6 and his counsel and opportunity for a hearing on the alleged breach.
7 Defendant Baaklini may avoid a Breach of this DPA by publicly
8 repudiating such statement(s) within five business days after the
9 Court's finding. Defendant Baaklini shall be permitted to raise
10 defenses and to assert affirmative claims in other proceedings
11 relating to the matters set forth in the Statement of Facts provided
12 that such defenses and claims do not materially contradict, in whole
13 or in part, a statement contained in the Statement of Facts or made
14 during defendant's interview(s).

15 **XI. MISCELLANEOUS PROVISIONS**

16 25. Any notice or report to the USAO under this DPA shall be
17 provided (1) via email to mack.jenkins@usdoj.gov and
18 aron.ketchel@usdoj.gov and by personal delivery, overnight delivery
19 by a recognized delivery service, or registered or certified mail,
20 addressed to:

21 Mack E. Jenkins or
22 Chief, Public Corruption and Civil Rights Section
23 United States Attorney's Office, Central District of California
24 312 N. Spring Street, 15th Floor
25 Los Angeles, CA 90012

25 Notice shall be effective upon actual receipt by the USAO.

26 26. This DPA may be executed in one or more counterparts, each
27 of which shall be considered effective as an original signature.
28

1 Further, all digital images of signatures shall be treated as
2 originals for all purposes.

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

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1 28. This DPA sets forth all the terms of the agreement between
2 defendant Baaklini and the USAO. Defendant Baaklini 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 Baaklini 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 Baaklini, and defendant Baaklini.


9 **AGREED AND ACCEPTED**

10 Dated: 3/1/2021

Respectfully submitted,

11 TRACY L. WILKISON
Acting United States Attorney

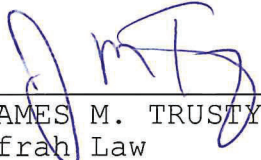
12 BRANDON D. FOX
Assistant United States Attorney
13 Chief, Criminal Division

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15 _____
MACK E. JENKINS
16 ARON KETCHEL
Assistant United States Attorneys

17 Attorneys for Plaintiff
18 UNITED STATES OF AMERICA

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20 _____
TOUFIC JOSEPH BAAKLINI
21 Defendant

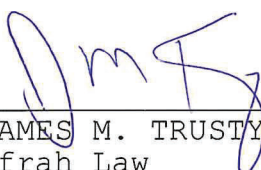
3/1/21
Date

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23 _____
JAMES M. TRUSTY
24 Ifrah Law
Counsel for TOUFIC JOSEPH
BAAKLINI

3/1/21
Date

Acknowledgment by Counsel

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

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16 _____
17 JAMES M. TRUSTY
18 Ifrah Law
19 Counsel for TOUFIC JOSEPH
20 BAAKLINI

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Date

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Statement of Facts

Between in or around January 2016 and February 2016, TOUFIC BAAKLINI ("BAAKLINI") conspired with Gilbert Chagoury ("Chagoury"), a second individual ("Individual G"), a third individual ("Individual H"), and others to violate United States laws by (i) making federal election campaign contributions exceeding \$25,000 in a single year as a foreign national, in violation of 52 U.S.C. §§ 30109(d)(1)(A), 30121(a)(1)(A); and (ii) making federal election campaign contributions 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, BAAKLINI knew that Chagoury, a Nigerian-born, billionaire businessperson of Lebanese descent, 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 January 2016, Chagoury arranged for \$30,000 of his money to be contributed through other individuals to the re-election campaign of a U.S. Representative ("Federal Candidate D"). Chagoury arranged for Individual G to provide \$50,000 in cash to BAAKLINI, which BAAKLINI understood a portion of which would be used to fund conduit campaign donations to U.S. candidates for elective office. BAAKLINI then provided \$30,000 in cash to Individual H in order to contribute the money to Federal

Statement of Facts

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 and expected Individual H to identify multiple individuals who could contribute the funds to the campaign of Federal Candidate D. After receiving the cash from BAAKLINI, Individual H hosted a fundraiser for Federal Candidate D. During the fundraiser, Individual H, as well as other individuals Individual H recruited and reimbursed using Chagoury's cash, made campaign contributions to Federal Candidate D's campaign fund in February 2016 totaling \$30,200.

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

In approximately late February 2016, BAAKLINI saw Federal Candidate D in Washington, D.C. Federal Candidate D approached BAAKLINI and asked BAAKLINI something to the effect of, "Do you think anything was wrong with the [Individual H-hosted] fundraiser?" BAAKLINI replied by falsely stating "no" and then asked "why?". Federal Candidate D further explained the source of his concern was, something to the effect of, "because it all came from the same family."

Following this exchange in late February 2016, BAAKLINI has not communicated in any form with Federal Candidate D or anyone

Statement of Facts

acting on Federal Candidate D's behalf regarding any aspect of the February 2016 Individual H-hosted fundraiser for Federal Candidate D.

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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.

TOUFIC JOSEPH BAAKLINI,

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)(D): 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]

From in or around January 2016 to in or around February 2016, in Los Angeles County, within the Central District of California, and elsewhere, defendant TOUFIC JOSEPH BAAKLINI, while aiding and abetting those known and unknown to the Acting United States Attorney, including co-conspirator Gilbert Ramez Chagoury, a foreign national, knowingly and willfully violated the Federal Election Campaign Act by assisting Chagoury's federal election campaign contributions exceeding \$25,000 to Federal Campaign D's campaign in 2016.

COUNT TWO

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

On or about the following dates, in Los Angeles County, within the Central District of California, and elsewhere, defendant TOUFIC JOSEPH BAAKLINI, while aiding and abetting those known and unknown to the Acting United States Attorney, knowingly and willfully violated the Federal Election Campaign Act by assisting co-conspirator Gilbert Ramez Chagoury's following federal election campaign contributions in the name of another exceeding \$25,000 in a single calendar year.

More specifically, defendant BAAKLINI knowingly and willfully aided Chagoury to contribute to Federal Candidate D Fund's campaign by providing Chagoury's funds to Individual A who, in turn, provided Chagoury's funds to individuals who made the following contributions to federal campaign committees, which were fully reimbursed with Chagoury's funds:

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Date	Campaign	Conduit Contributor	Amount
3/12/16	Federal Candidate D Fund	EA	\$5,400
3/12/16	Federal Candidate D Fund	MA	\$4,600
3/12/16	Federal Candidate D Fund	JA	\$5,400
3/12/16	Federal Candidate D Fund	AA	\$5,400
3/12/16	Federal Candidate D Fund	AA	\$2,600
3/12/16	Federal Candidate D Fund	BA	\$2,600
3/12/16	Federal Candidate D Fund	TA	\$1,600
3/12/16	Federal Candidate D Fund	CF	\$2,600

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