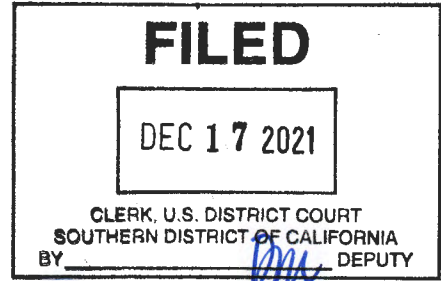


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8  
9 **UNITED STATES DISTRICT COURT**  
10 **SOUTHERN DISTRICT OF CALIFORNIA**

11 UNITED STATES OF AMERICA,

Case No. 17cr0622-W

12 Plaintiff,

PLEA AGREEMENT

13 v.

14 ABDULLAHI AHMED ABDULLAHI,  
aka "Phish,"  
15 aka "Fish,"

16 Defendant.

17 IT IS HEREBY AGREED between the plaintiff, UNITED STATES OF  
18 AMERICA, through its counsel, Randy S. Grossman, Acting United States  
19 Attorney, and Shane P. Harrigan and Fred Sheppard, Assistant United  
20 States Attorneys, and defendant, ~~ABDULLAHI AHMED ABDULLAHI~~  
21 ("Defendant"), with the advice and consent of Marc X. Carlos and Thomas  
22 A. Durkin, counsel for Defendant, as follows:

23 **I**

24 **THE PLEA**

25 Defendant agrees to plead guilty to Counts 1 and 2 of Indictment  
26 in Criminal Case No. 17cr0622-W, which charges Defendant with Conspiracy  
27 to Provide Material Support to Terrorists and Providing Material Support  
28 to Terrorists, and Aiding and Abetting as follows:

1 Count 1

2 Beginning in or about August of 2013 through in or about  
3 November of 2014, defendant ABDULLAHI AHMED ABDULLAHI, aka  
4 "Phish," coconspirator #1, aka "Tooth," aka "Toothman," aka  
5 "Duale" (hereinafter "Tooth"), coconspirator #2, aka "Little  
6 Man," aka "Lil Homie," aka "Lil N\*\*\*\*," aka "H-man"  
7 (hereinafter "Little Man"), coconspirator #3, aka "Farmer,"  
8 aka "Farmer G.," aka "Abu Rassas," aka "Rassas" (hereinafter  
9 "Farmer"), coconspirator #4, aka "Abu Zubayr," aka "Zubayr,"  
10 aka "Z-man" (hereinafter "Zubayr") and coconspirator #5, aka  
11 "Sleepy" (hereinafter "Sleepy"), did knowingly and  
12 intentionally conspire and agree with each other and others,  
13 known and unknown to the Grand Jury, to provide material  
14 support and resources as defined in Title 18, United States  
15 Code, Section 2339A(b), namely: currency and monetary  
16 instruments (collectively "money"), and personnel, to  
17 include, defendant ABDULLAHI, Tooth, Little Man, Farmer,  
18 Zubayr and Sleepy, and others, knowing and intending that  
19 such money and personnel were to be used in preparation for,  
20 and in carrying out, a violation of Title 18, United States  
21 Code, Section 956(a), that is, a conspiracy to kill, kidnap,  
22 maim or injure persons in a foreign country.

14 Count 2

15 From on or about February 22, 2014 to on or about March 9,  
16 2014, within the Southern District of California and  
17 elsewhere, defendant ABDULLAHI AHMED ABDULLAHI, aka "Phish,"  
18 aka "Fish," did knowingly and intentionally provide, and  
19 attempt to provide, material support and resources, as  
20 defined in Title 18 United States Code, Section 2339A(b),  
21 namely, currency and monetary instruments (collectively  
22 "money"), and personnel, that is, Tooth and Little Man,  
23 knowing and intending that such money and personnel were to  
24 be used in preparation for, and in carrying out, a violation  
25 of Title 18, United States Code, Section 956(a), that is, a  
26 conspiracy to kill, kidnap, maim or injure persons in a  
27 foreign country; all in violation of Title 18, United States  
28 Code, Sections 2339A(a) and 2.

24 The United States further agrees to not charge Defendant with any  
25 additional conduct that is presently known to the United States unless  
26 Defendant breaches the plea agreement or the guilty plea entered  
27 pursuant to this plea agreement is set aside for any reason.  
28

II

NATURE OF THE OFFENSE

A. ELEMENTS EXPLAINED

Defendant understands that the offense to which Defendant is pleading guilty has the following elements:

Count 1 - Conspiracy to Provide Material Support to Terrorists

1. There was an agreement between two or more persons to provide material support or resources, knowing or intending that such support or resources would be used in preparation for or in carrying out a conspiracy to kill, kidnap, maim or injure persons or damage property in a foreign country, in violation of 18 U.S.C. § 956; and
2. Defendant became a member of the conspiracy knowing of at least one of its objects and intending to accomplish it.

Count 2 - Providing Material Support to Terrorists

1. Defendant provided material support or resources, that is, currency or monetary instruments or personnel; and
2. Defendant did so knowing or intending that such support or resources would be used in preparation for or in carrying out a conspiracy to kill, kidnap, maim or injure persons or damage property, in violation of 18 U.S.C. § 956.<sup>1</sup>

<sup>1</sup> The Defendant also understands that a violation of section 956 has the following elements: (1) an agreement between two or more persons to murder, maim or kidnap another person at a place outside the United States; (2) that while within the jurisdiction of the United States, one of the coconspirators joined the agreement with the intent to

1 B. ELEMENTS UNDERSTOOD AND ADMITTED - FACTUAL BASIS

2 Defendant has fully discussed the facts of this case with defense  
3 counsel. Defendant has committed each of the elements of the crime,  
4 and admits that there is a factual basis for this guilty plea. The  
5 following facts are true and undisputed:

6  
7 1. In or before November 2013 and continuing through on or about  
8 November 2014, Defendant agreed with others to provide money,  
9 that is approximately \$4,650, and persons, including Douglas  
10 Mcauthur McCain, aka "Tooth" ("Douglas") and Defendant's  
11 cousins, Hamsa Kariye, aka Farmer ("Hamsa"), Hirsi Kariye,  
12 aka "Zubayr" ("Hirsi"), Hanad Mohallim, aka "Little Man"  
13 ("Hanad") and Mahad Hirsi, aka "Sleepy" ("Mahad"), knowing  
14 that such money and persons would be used in the preparation  
15 for or in carrying out terrorist activities in Syria, which  
16 activities included the killing, kidnapping and maiming of  
17 persons.

18  
19 2. On November 10 and 11, 2013, Hamsa, Hirsi and Mahad traveled  
20 from Edmonton to Istanbul, Turkey to support and join  
21 terrorist fighters engaged in terrorist activity in Syria,  
22 including the killing, kidnapping and maiming of persons.  
23 Defendant knew of their travel and the purpose of their  
24 travel.

25  
26 3. After arriving in Turkey in November 2013, Hamsa, Hirsi and  
27 Mahad subsequently traveled to Syria where they joined the  
28 Islamic State of Iraq and Syria ("ISIS"), a foreign terrorist  
organization, and engaged in armed battles to gain control of  
the territories and civilian populations within Syria on  
behalf of ISIS.

4. Following Hamsa's departure from Canada, from on or about  
November 12 through on or about November 25, 2013, in Alberta  
Canada, Defendant made cash withdrawals totaling

further its purpose; and (3) that during the existence of the agreement,  
one of the coconspirators committed at least one overt act within the  
jurisdiction of the United States to effect any object of the agreement.

1 approximately \$2,800 Canadian Dollars (CAD) from Hamsa's bank  
2 account using Hamsa's debit card for the purpose of sending  
3 money to Hamsa and other coconspirators engaged in or planning  
4 to engage in in terrorist activities in Syria, including the  
5 killing, kidnapping and maiming of persons.

6 5. Following the departure of Hamsa, Hirsi and Hanad, in or about  
7 late 2013 or early 2014, Defendant, using the moniker "Phish,"  
8 sent an email message to Hamsa and Hirsi in which he indicated  
9 that that he heard that Hamsa, Hirsi and others had been  
10 successful in killing their enemies in battle in Syria and  
11 that Hirsi was a very good marksman with a firearm.

12 6. In or about late 2013 or early 2014, Hamsa sent email messages  
13 to the Defendant in which he urged Defendant to travel to  
14 Syria and join them in fighting for ISIS.

15 7. In or about late 2013 or early 2014, Hirsi sent an email  
16 message to Defendant and others in which he requested that  
17 they send money to Hanad in the United States to finance  
18 Hanad's travel to support and join terrorist fighters engaged  
19 in terrorist activity in Syria, and also encouraged Defendant  
20 and others to steal and commit fraud against the "kuffar" (a  
21 pejorative term used to describe non-Muslims) to raise such  
22 money claiming that such criminal activity was permissible  
23 under Islamic law (i.e., "halal").

24 8. On or about January 9, 2014, in Edmonton, Alberta, Canada,  
25 Defendant committed an armed robbery of a jewelry store for  
26 the purpose of financing the travel and efforts of his  
27 coconspirators in supporting and joining terrorist fighters  
28 engaged in terrorist activity in Syria, including the  
killing, kidnapping and maiming of persons.

9. In or after February 2014, Defendant, using the moniker  
"Phish," sent an email message to Hamsa in which he explained  
that the delays in sending money to Hamsa and others in Syria  
was due to difficulties he was experiencing in pawning the  
jewelry he stole in the January 2014 armed robbery of the  
Edmonton jewelry store.

10. On three occasions from February 22, 2014 through March 3,  
2014, the Defendant wired, via Western Union, a total of

1 approximately \$3,050 U.S. Dollars (USD) from Edmonton to  
2 Douglas and a third party in San Diego County, California,  
3 for the purpose of financing the travel of Douglas and Hanad  
4 to Syria to join Hamsa, Hirsi, Mahad and other terrorist  
5 fighters engaged in terrorist activity in Syria, including  
6 the killing, kidnapping and maiming of persons.

7  
8 11. In or before early March 2014, Defendant, using the moniker  
9 "Phish," sent an email message to Hanad in which he instructed  
10 Hanad to contact Douglas about getting the airline tickets  
11 for his travel to Syria and stated that he hoped to join them  
12 on the battlefield in Syria.

13  
14 12. In or about early March 2014, Defendant, using the moniker  
15 "Phish," sent an email message to Hamsa in which he stated  
16 that he had wired \$3,000 to Douglas, which monies were used  
17 to purchase airline tickets for their travel to Turkey, and  
18 that he was planning to send Hanad some additional travel  
19 money before Hanad departed.

20  
21 13. On or about March 7, 2014, Defendant caused a third party to  
22 wire approximately \$150 USD from Edmonton to another third  
23 party in Minneapolis, Minnesota for the purpose of providing  
24 travel money to Hanad so that Hanad could join and support  
25 Hamsa, Hirsi, Mahad and other terrorist fighters engaged in  
26 terrorist activity in Syria.

27  
28 14. On or about March 8, 2014, Douglas, using the money provided  
by the Defendant, caused airline tickets to be purchased for  
Hanad and himself to fly from the United States to Turkey for  
the purpose of joining Hamsa, Hirsi, Mahad and other terrorist  
fighters engaged in terrorist activity in Syria, including  
the killing, kidnapping and maiming of persons.

15. On or about March 9, 2014, Douglas, a U.S. citizen, traveled  
from San Diego, California, to Istanbul, Turkey in order to  
join and support Hamsa, Hirsi, Mahad and other terrorist  
fighters engaged in terrorist activity in Syria, including  
the killing, kidnapping and maiming of persons.

16. On or about March 9, 2014, Hanad, a U.S. citizen, traveled  
from Minneapolis, Minnesota to Istanbul, Turkey in order to  
join and support Hamsa, Hirsi, Mahad and other terrorist

1 fighters engaged in terrorist activity in Syria, including  
2 the killing, kidnapping and maiming of persons.

3 17. After arriving in Turkey, in or about March 2014, Douglas and  
4 Hanad subsequently traveled to Syria where they joined ISIS,  
5 and engaged in armed battles to gain control of the  
6 territories and civilian populations within Syria on behalf  
7 of ISIS.

8 18. In or about early March 2014, Defendant, using the moniker  
9 "Phish," sent an email message to Hamsa in which Defendant  
10 promised to send "every dime that[']s in [his] pocket" to  
11 Hamsa and other terrorist fighters engaged or planning to  
12 engage in terrorist activity in Syria, including \$900 from a  
13 tax refund and the \$2800 CAD that Defendant withdrew from  
14 Hamsa's bank account in November 2013.

15 19. On or about March 17 and April 23, 2014, Defendant caused a  
16 third party in Dubai, U.A.E., to wire a total of  
17 approximately \$1,458 USD, via Western Union, to individuals  
18 in Gaziantep, Turkey for the purpose of supporting Hamsa,  
19 Hirsi, Mahad, Douglas, Hanad and other foreign fighters  
20 engaged in terrorist activity in Syria.

21 20. On or about August 25, 2014, Douglas was killed while fighting  
22 for ISIS against Free Syrian Army forces in Syria.

23 21. In or about November 2014, Hamsa, Hirsi, Mahad and Hanad were  
24 killed while fighting for ISIS in Syria.

25 **III**

26 **PENALTIES**

27 Defendant understands that the each of the Counts to which  
28 defendant is pleading guilty carries the following penalties:

- 29 1. a maximum 15 years in prison;
- 30 2. a maximum \$250,000 fine;
- 31 3. a mandatory special assessment of \$100 per count; and
- 32 4. a term of supervised release of up to 3 years. Defendant  
33 understands that failure to comply with any of the

1 conditions of supervised release may result in  
2 revocation of supervised release, requiring Defendant to  
3 serve in prison, upon any such revocation, all or part  
4 of the statutory maximum term of supervised release for  
5 the offense that resulted in such term of supervised  
6 release.

7 Defendant faces a total maximum penalty under Counts 1 and 2 as follows:  
8 a maximum term of imprisonment of thirty years; a maximum fine of  
9 \$500,000; a mandatory special assessment totaling \$200.00, and a three  
10 year term of supervised release.

11 In addition, Defendant may be subject to an order of restitution  
12 to an Edmonton jewelry store requiring Defendant to repay up to \$40,000  
13 to the owner of said business.

14 **IV**

15 **DEFENDANT'S WAIVER OF TRIAL RIGHTS AND**  
16 **UNDERSTANDING OF CONSEQUENCES**

17 Defendant understands that this guilty plea waives the right to:

- 18 A. Continue to plead not guilty and require the Government to  
19 prove the elements of the crime beyond a reasonable doubt;  
20 B. A speedy and public trial by jury;  
21 C. The assistance of counsel at all stages of trial;  
22 D. Confront and cross-examine adverse witnesses;  
23 E. Testify and present evidence and to have witnesses testify  
24 on behalf of Defendant; and,  
25 F. Not testify or have any adverse inferences drawn from the  
26 failure to testify.



V

**DEFENDANT ACKNOWLEDGES NO PRETRIAL RIGHT TO BE PROVIDED WITH IMPEACHMENT AND AFFIRMATIVE DEFENSE INFORMATION**

Any information establishing the factual innocence of Defendant known to the undersigned prosecutor in this case has been turned over to Defendant. The Government will continue to provide such information establishing the factual innocence of Defendant.

If this case proceeded to trial, the Government would be required to provide impeachment information for its witnesses. In addition, if Defendant raised an affirmative defense, the Government would be required to provide information in its possession that supports such a defense. By pleading guilty Defendant will not be provided this information, if any, and Defendant waives any right to this information. Defendant will not attempt to withdraw the guilty plea or to file a collateral attack based on the existence of this information.

VI

**DEFENDANT'S REPRESENTATION THAT GUILTY PLEA IS KNOWING AND VOLUNTARY**

Defendant represents that:

- A. Defendant has had a full opportunity to discuss all the facts and circumstances of this case with defense counsel and has a clear understanding of the charges and the consequences of this plea. Defendant understands that, by pleading guilty, Defendant may be giving up, and rendered ineligible to receive, valuable government benefits and civic rights, such as the right to vote, the right to possess a firearm, the right to hold office, and the right to serve on a jury. Defendant further understands that the conviction in this case may subject Defendant to various collateral consequences, including but not limited to deportation, removal or other adverse immigration consequences; revocation of probation, parole, or supervised release in another case; debarment from government contracting; and suspension or

1 revocation of a professional license, none of which will serve  
as grounds to withdraw Defendant's guilty plea.

2 B. No one has made any promises or offered any rewards in  
3 return for this guilty plea, other than those contained in  
this agreement or otherwise disclosed to the Court.

4 C. No one has threatened Defendant or Defendant's family to  
5 induce this guilty plea.

6 D. Defendant is pleading guilty because in truth and in fact  
7 Defendant is guilty and for no other reason.

8 **VII**

9 **AGREEMENT LIMITED TO U.S. ATTORNEY'S OFFICE**  
10 **SOUTHERN DISTRICT OF CALIFORNIA**

11 This plea agreement is limited to the United States Attorney's  
12 Office for the Southern District of California, and cannot bind any  
13 other authorities in any type of matter, although the Government will  
14 bring this plea agreement to the attention of other authorities if  
15 requested by Defendant.

16 **VIII**

17 **APPLICABILITY OF SENTENCING GUIDELINES**

18 The sentence imposed will be based on the factors set forth in 18  
19 U.S.C. § 3553(a). In imposing the sentence, the sentencing judge must  
20 consult the United States Sentencing Guidelines (Guidelines) and take  
21 them into account. Defendant has discussed the Guidelines with defense  
22 counsel and understands that the Guidelines are only advisory, not  
23 mandatory. The Court may impose a sentence more severe or less severe  
24 than otherwise applicable under the Guidelines, up to the maximum in  
25 the statute of conviction. The sentence cannot be determined until a  
26 presentence report is prepared by the U.S. Probation Office and defense  
27 counsel and the Government have an opportunity to review and challenge  
28

1 the presentence report. Nothing in this plea agreement limits the  
2 Government's duty to provide complete and accurate facts to the district  
3 court and the U.S. Probation Office.

4 IX

5 SENTENCE IS WITHIN SOLE DISCRETION OF JUDGE

6 This plea agreement is made pursuant to Federal Rule of Criminal  
7 Procedure 11(c)(1)(B). The sentence is within the sole discretion of  
8 the sentencing judge who may impose the maximum sentence provided by  
9 statute. It is uncertain at this time what Defendant's sentence will  
10 be. The Government has not made and will not make any representation  
11 about what sentence Defendant will receive. Any estimate of the probable  
12 sentence by defense counsel is not a promise and is not binding on the  
13 Court. Any recommendation by the Government at sentencing also is not  
14 binding on the Court. If the sentencing judge does not follow any of  
15 the parties' sentencing recommendations, Defendant will not withdraw  
16 the plea.

17 X

18 PARTIES' SENTENCING RECOMMENDATIONS

19 A. SENTENCING GUIDELINE CALCULATIONS

20 Although the Guidelines are only advisory and just one factor the  
21 Court will consider under 18 U.S.C. § 3553(a) in imposing a sentence,  
22 the parties will jointly recommend the following Base Offense Level,  
23 Specific Offense Characteristics, Adjustments, and Departures:

- |    |   |      |
|----|---|------|
| 24 | 1. <b>Base Offense Level</b>                        |      |
| 25 | [USSG § 2M5.3 - <i>Providing Material Support</i> ] | 26   |
| 26 | 2. <b>Terrorism Enhancement</b>                     |      |
| 27 | [USSG § 3A1.4(a) - <i>Offense Involved a</i>        |      |
|    | <i>Federal Crime of Terrorism</i> ]                 | +12* |

3. Acceptance of Responsibility  
USSG §§ 3E1.1(a) and (b)

-3

\*The parties also agree that pursuant to the Terrorism Enhancement of USSG § 3A1.4(b), Defendant's Criminal History Category is increased to a Category VI.

B. ACCEPTANCE OF RESPONSIBILITY

Despite paragraph A above, the Government need not recommend an adjustment for Acceptance of Responsibility if Defendant engages in conduct inconsistent with acceptance of responsibility including, but not limited to, the following:

1. Fails to truthfully admit a complete factual basis as stated in the plea at the time the plea is entered, or falsely denies, or makes a statement inconsistent with, the factual basis set forth in this agreement;
2. Falsely denies prior criminal conduct or convictions;
3. Is untruthful with the Government, the Court or probation officer; or
4. Breaches this plea agreement in any way.

C. FURTHER ADJUSTMENTS AND SENTENCE REDUCTIONS INCLUDING THOSE UNDER 18 U.S.C. § 3553

Pursuant to 18 U.S.C. § 3553, the parties jointly agree to recommend a sentencing reduction from the applicable advisory sentencing guideline range as calculated under the terms of this agreement to a sentence of 240 months. The Defendant may not request or recommend any additional downward adjustments, departures, or variances from the Sentencing Guidelines under 18 U.S.C. § 3553.

1 D. AGREEMENT AS TO CRIMINAL HISTORY CATEGORY

2 As set forth in Section X, paragraph A above, the parties agree  
3 that Defendant's Criminal History Category is a Category VI.

4 E. "FACTUAL BASIS" AND "RELEVANT CONDUCT" INFORMATION

5 The parties agree that the facts in the "factual basis" paragraph  
6 of this agreement are true, and may be considered as "relevant conduct"  
7 under USSG § 1B1.3 and as the nature and circumstances of the offense  
8 under 18 U.S.C. § 3553(a)(1).

9 F. PARTIES' RECOMMENDATIONS REGARDING CUSTODY

10 The parties will jointly recommend that Defendant be sentenced to  
11 240 months in custody. The parties agree that the Court should impose  
12 this 240-month sentence pursuant to USSG § 5G1.2(d), e.g., impose the  
13 maximum statutory sentence of 180 months on Count 1, and impose a 60  
14 month sentence on Count 2, to run consecutively to Count 1.

15 The parties agree that, pursuant to 18 U.S.C. § 3585, the Bureau  
16 of Prisons should award Defendant custody credit for the time served in  
17 Canadian custody pursuant to the extradition request by the U.S., that  
18 is for the time spanning from Defendant's September 15, 2017 arrest, by  
19 Canadian authorities, up to on or about October 24, 2019.

20 G. SPECIAL ASSESSMENT/FINE/RESTITUTION

21 1. Special Assessment.

22 The parties will jointly recommend that Defendant pay a special  
23 assessment in the amount of \$100.00 per felony count of conviction to  
24 be paid forthwith at time of sentencing. The special assessment shall  
25 be paid through the office of the Clerk of the District Court by bank  
26 or cashier's check or money order made payable to the "Clerk, United  
27 States District Court."

2. Fine.

The parties will jointly recommend that Defendant not pay a fine as he does not have the financial ability to pay a fine.

3. Restitution

Defendant admits that on January 9, 2014, Defendant stole jewelry from a jewelry store in Edmonton, Alberta, Canada. The parties agree that any restitution with respect to relevant conduct falls under Title 18, United States Code, Section 3663. The parties also agree that Defendant does not presently have the ability to pay restitution. Defendant acknowledges that the Court has the discretion to impose restitution for the relevant conduct in any amount up to \$40,000.

H. SUPERVISED RELEASE

If the Court imposes a term of supervised release, Defendant agrees that he will not later seek to reduce or terminate early the term of supervised release until he has served at least 2/3 of his term of supervised release and has fully paid and satisfied any special assessments, fine, criminal forfeiture judgment and restitution judgment.

**XI**

**DEFENDANT WAIVES APPEAL AND COLLATERAL ATTACK**

Defendant waives (gives up) all rights to appeal and to collaterally attack every aspect of the conviction and sentence, including any restitution order over \$50,000. This waiver includes, but is not limited to, any argument that the statute of conviction or Defendant's prosecution is unconstitutional and any argument that the facts of this case do not constitute the crime charged.

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**XII**

**BREACH OF THE PLEA AGREEMENT**

Defendant and Defendant's attorney know the terms of this agreement and shall raise, before the sentencing hearing is complete, any claim that the Government has not complied with this agreement. Otherwise, such claims shall be deemed waived (that is, deliberately not raised despite awareness that the claim could be raised), cannot later be made to any court, and if later made to a court, shall constitute a breach of this agreement.

Defendant breaches this agreement if Defendant violates or fails to perform any obligation under this agreement. The following are non-exhaustive examples of acts constituting a breach:

1. Failing to plead guilty pursuant to this agreement;
2. Failing to fully accept responsibility as established in Section X, paragraph B, above;
3. Failing to appear in court;
4. Attempting to withdraw the plea;
5. Failing to abide by any court order related to this case;
6. Appealing (which occurs if a notice of appeal is filed) or collaterally attacking the conviction or sentence in violation of Section XI of this plea agreement; or
7. Engaging in additional criminal conduct from the time of arrest until the time of sentencing.

If Defendant breaches this plea agreement, Defendant will not be able to enforce any provisions, and the Government will be relieved of all its obligations under this plea agreement. For example, the Government may proceed to sentencing but recommend a different sentence than what it agreed to recommend above. Or the Government may pursue any charges

1 including those that were dismissed, promised to be dismissed, or not  
2 filed as a result of this agreement (Defendant agrees that any statute  
3 of limitations relating to such charges is tolled indefinitely as of  
4 the date all parties have signed this agreement; Defendant also waives  
5 any double jeopardy defense to such charges). In addition, the  
6 Government may move to set aside Defendant's guilty plea. Defendant may  
7 not withdraw the guilty plea based on the Government's pursuit of  
8 remedies for Defendant's breach.

9 Additionally, if Defendant breaches this plea agreement: (i) any  
10 statements made by Defendant, under oath, at the guilty plea hearing  
11 (before either a Magistrate Judge or a District Judge); (ii) the factual  
12 basis statement in Section II.B in this agreement; and (iii) any  
13 evidence derived from such statements, are admissible against Defendant  
14 in any prosecution of, or any action against, Defendant. This includes  
15 the prosecution of the charge(s) that is the subject of this plea  
16 agreement or any charge(s) that the prosecution agreed to dismiss or  
17 not file as part of this agreement, but later pursues because of a  
18 breach by the Defendant. Additionally, Defendant knowingly,  
19 voluntarily, and intelligently waives any argument that the statements  
20 and any evidence derived from the statements should be suppressed,  
21 cannot be used by the Government, or are inadmissible under the United  
22 States Constitution, any statute, Rule 410 of the Federal Rules of  
23 Evidence, Rule 11(f) of the Federal Rules of Criminal Procedure, and  
24 any other federal rule.

25 **XIII**

26 **CONTENTS AND MODIFICATION OF AGREEMENT**

27 This plea agreement embodies the entire agreement between the  
28 parties and supersedes any other agreement, written or oral. No



1 modification of this plea agreement shall be effective unless in writing  
2 signed by all parties.

3 **XIV**

4 **DEFENDANT AND COUNSEL FULLY UNDERSTAND AGREEMENT**

5 By signing this agreement, Defendant certifies that Defendant has  
6 read it (or that it has been read to Defendant in Defendant's native  
7 language). Defendant has discussed the terms of this agreement with  
8 defense counsel and fully understands its meaning and effect.

9 //

10 //

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XV

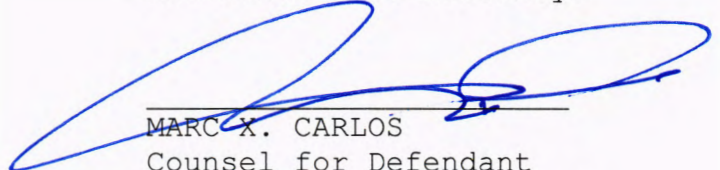
**DEFENDANT SATISFIED WITH COUNSEL**

Defendant has consulted with counsel and is satisfied with counsel's representation. This is Defendant's independent opinion, and his counsel did not advise him about what to say in this regard.

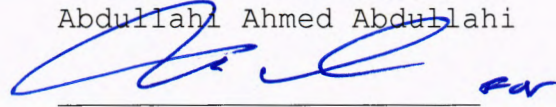
RANDY S. GROSSMAN  
Acting United States Attorney

  
SHANE P. HARRIGAN  
FRED SHEPPARD  
Assistant U.S. Attorneys

12-16-21  
\_\_\_\_\_  
DATED

  
MARC X. CARLOS  
Counsel for Defendant  
Abdullahi Ahmed Abdullahi


12/5/21  
\_\_\_\_\_  
DATED

  
THOMAS A. DURKIN  
Counsel for Defendant  
Abdullahi Ahmed Abdullahi

12/5/21  
\_\_\_\_\_  
DATED

IN ADDITION TO THE FOREGOING PROVISIONS TO WHICH I AGREE, I SWEAR UNDER PENALTY OF PERJURY THAT THE FACTS IN THE "FACTUAL BASIS" SECTION ABOVE ARE TRUE.

12-15-21  
\_\_\_\_\_  
DATED

  
ABDULLAHI AHMED ABDULLAHI  
Defendant