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10 Attorneys for Applicant  
11 UNITED STATES OF AMERICA

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

14 UNITED STATES OF AMERICA,

No.

15 Plaintiff,

DEFERRED PROSECUTION  
AGREEMENT

16 v.

17 GILBERT CHAGOURY,

18 Defendant.  
19

20  
21 **I. INTRODUCTION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5 **III. EFFECTIVE DATE OF AGREEMENT**

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

10 **IV. TERM OF THE DPA**

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

20 **V. RELEVANT CONSIDERATIONS**

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

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

5 **VI. CONDITIONS OF DEFERRED PROSECUTION**

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

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

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

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

28

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

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

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

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

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

25 **VII. CONDITIONAL RELEASE FROM LIABILITY**

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



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

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

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

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

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

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

23 **VIII.           DEFERRED PROSECUTION**

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

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

3 **IX. BREACH OF THE AGREEMENT**

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

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

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

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

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

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

19 **X. PUBLIC FILINGS AND STATEMENTS**

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

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

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

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

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

9 **XI. MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

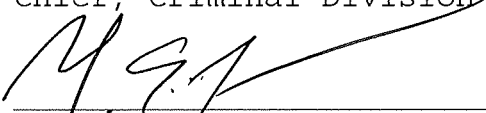
9 **AGREED AND ACCEPTED**

10 Dated: 10/20/19


Respectfully submitted,

NICOLA T. HANNA  
United States Attorney

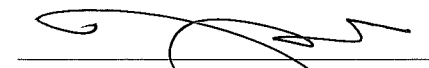
BRANDON D. FOX  
Assistant United States Attorney  
Chief, Criminal Division

  
\_\_\_\_\_  
MACK E. JENKINS  
ARON KETCHEL  
Assistant United States Attorneys

Attorneys for Plaintiff  
UNITED STATES OF AMERICA

19   
\_\_\_\_\_  
GILBERT CHAGOURY  
Defendant

10.20.2019  
Date

23   
\_\_\_\_\_  
DANIEL M. PETROCELLI  
JAMES A. BOWMAN  
O'Melveny & Myers LLP

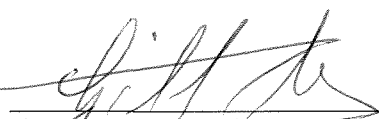
10/20/2019  
Date

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



**Acknowledgment by Gilbert Chagoury**


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

17  
18   
19 GILBERT CHAGOURY  
20 Defendant

10.10.2019  
Date

**Acknowledgment by Counsel**

1 I am Gilbert Chagoury's attorney. I have carefully and  
2 thoroughly discussed every part of this DPA with my client.  
3 Further, I have fully advised my client of his rights, of possible  
4 criminal charges that might be filed, of possible defenses that  
5 might be asserted either prior to or at trial, and of the  
6 consequences of entering into this DPA. To my knowledge (1) no  
7 promises, inducements, or representations of any kind have been made  
8 to my client other than those contained in this DPA and its  
9 exhibits; (2) no one has threatened or forced my client in any way  
10 to enter into the DPA and the Settlement Agreement; and (3) my  
11 client's decision to enter into the DPA is an informed and voluntary  
12 one.  
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16 DANIEL M. PETROCELLI  
17 JAMES A. BOWMAN  
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10/20/2019  
Date

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19 STEWART A. BAKER  
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21 Counsel for GILBERT CHAGOURY  
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