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UNITED STATES OF AMERICA

9 UNITED STATES DISTRICT COURT  
10 FOR THE CENTRAL DISTRICT OF CALIFORNIA  
11 SOUTHERN DIVISION  
12

13 UNITED STATES OF AMERICA, ) Case No. SA CR 07-262-CJC  
14 Plaintiff, )  
15 v. ) PLEA AGREEMENT FOR  
NOHAD MOUSA, ) DEFENDANT NOHAD MOUSA  
16 Defendant. )  
17 )  
18 )  
19 )

20 1. This constitutes the plea agreement between defendant  
21 NOHAD MOUSA ("defendant") and the United States Attorney's Office  
22 for the Central District of California ("the USAO") in the above-  
23 captioned case. This agreement is limited to the USAO and cannot  
24 bind any other federal, state or local prosecuting,  
25 administrative or regulatory authorities.

26 PLEA

27 2. Defendant gives up the right to indictment by a grand  
28 jury and agrees to plead guilty to a one-count information.

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NATURE OF THE OFFENSE

3. In order for defendant to be guilty of count one, which charge violations of Title 18, United States Code, Section 1341, the following must be true: (1) the defendant knowingly devised or knowingly participated in a scheme to defraud; (2) the statements made or facts omitted as part of the scheme were material; (3) the defendant acted with the intent to defraud; and (4) the defendant used, or caused someone to use, the United States mail to carry out or to attempt to carry out the scheme or plan. Defendant admits that defendant is, in fact, guilty of the offense as described in count one of the information.

PENALTIES AND RESTITUTION

4. The statutory maximum sentence that the Court can impose for a violation of Title 18, United States Code, Section 1341 is: 30 years imprisonment; a fine of \$250,000 or twice the gross gain or gross loss resulting from the offense, whichever is greatest; a 5-year period of supervised release; and a mandatory special assessment of \$100.

5. Defendant understands that defendant will be required to pay full restitution to the victims of the offenses. Defendant agrees that, in return for the USAO's compliance with its obligations under this agreement, the amount of restitution is not restricted to the amounts alleged in the counts to which defendant is pleading guilty and may include losses arising from charges not prosecuted pursuant to this agreement as well as all relevant conduct in connection with those charges. Defendant further agrees that defendant will not seek the discharge of any

1 restitution obligation, in whole or in part, in any present or  
2 future bankruptcy proceeding.

3 6. Supervised release is a period of time following  
4 imprisonment during which defendant will be subject to various  
5 restrictions and requirements. Defendant understands that if  
6 defendant violates one or more of the conditions of any  
7 supervised release imposed, defendant may be returned to prison  
8 for all or part of the term of supervised release, which could  
9 result in defendant serving a total term of imprisonment greater  
10 than the statutory maximum stated above.

11 7. Defendant also understands that, by pleading guilty,  
12 defendant may be giving up valuable government benefits and  
13 valuable civic rights, such as the right to vote, the right to  
14 possess a firearm, the right to hold office, and the right to  
15 serve on a jury.

16 8. Defendant further understands that the conviction in  
17 this case may subject defendant to various collateral  
18 consequences, including but not limited to, deportation,  
19 revocation of probation, parole, or supervised release in another  
20 case, and suspension or revocation of a professional license.  
21 Defendant understands that unanticipated collateral consequences  
22 will not serve as grounds to withdraw defendant's guilty plea.

23 FACTUAL BASIS

24 9. Defendant and the USAO agree and stipulate to the  
25 statement of facts provided below. This statement of facts  
26 includes facts sufficient to support the plea of guilty to the  
27 charges described in this agreement and to establish the  
28 sentencing guideline factors set forth in paragraph 12 below. It

1 is not meant to be a complete recitation of all facts relevant to  
2 the underlying criminal conduct or all facts known to defendant  
3 that relate to that conduct. The stipulated facts are as  
4 follows:

5 Lending institutions, including banks, are in the business  
6 of purchasing equipment, often computers, and leasing it to  
7 customers. In legitimate transactions, the lending institution  
8 purchases equipment from an approved vendor. That equipment is  
9 then leased to the lessee for a set period of time. At the  
10 conclusion of that time, the lessee is permitted to purchase the  
11 equipment for a nominal amount. In the event the lessee stops  
12 making lease payments, the lending institution can repossess the  
13 leased equipment and thereby recoup a portion of the purchase  
14 price the lending institution previously paid to the vendor.

15 In or about October 2005 and continuing through April 2006,  
16 defendant, and others, engaged in a scheme to defraud lending  
17 institutions by tricking them into making hard money loans by  
18 making false and materially misleading statements in equipment  
19 leases. Defendant owns Saut Wa Soora Inc. ("Saut Wa Soora")  
20 located in Anaheim, California. As a lessee, defendant obtained  
21 two equipment leases for his business, Saut Wa Soora, from DDI  
22 Leasing, using Digicom as the equipment vendor. Both are in  
23 default. The loss to DDI Leasing from these transactions is  
24 approximately \$94,775.

25 As a lessee, defendant obtained two equipment leases from  
26 DDI Leasing with the help of a purported equipment vendor,  
27 Digicom U.S. in Torrance, California. Digicom U.S., which was  
28 headed by G.S., was a fraudulent equipment vendor. Digicom U.S.

1 previously arranged with lending institutions, including  
2 Citibank, AEL, and others, to be an approved computer vendor for  
3 lease transactions.

4 G.S., with defendant's knowledge and consent, knowingly  
5 caused false and misleading invoices to be submitted to the  
6 lending institutions to make it appear as though defendant was  
7 receiving computer equipment worth a substantial amount of money.  
8 These invoices were designed to trick the lending institutions  
9 into paying for non-existent or over-valued equipment.  
10 Defendant, in turn, received nothing or computers that were worth  
11 less than one-tenth what was represented to the lending  
12 institution from Digicom U.S.

13 As part of its business, the lending institution would  
14 telephone the lessee and confirm that the lessee received the  
15 equipment. Defendant told the lending institutions that the  
16 equipment was received, installed new, and accurately reflected  
17 in the invoice. In addition, defendant did not reveal that the  
18 true purpose of the two transactions was not an equipment lease,  
19 but a cash loan. As a lessee, defendant concealed from the  
20 lending institutions the true nature and purpose of the  
21 transactions, which was to receive hard money loans, not  
22 equipment leases.

23 On or about October 10, 2005, an equipment lease agreement  
24 (No. BCI0203QL) was sent by Federal Express or another courier  
25 from the Central District of California to DDI Leasing in  
26 Bedminster, New Jersey in furtherance of a fraudulent equipment  
27 lease for Saut Wa Soora.



1 Fifth Amendment claims, and other pretrial motions that have been  
2 filed or could be filed.

3 SENTENCING FACTORS

4 11. Defendant understands that the Court is required to  
5 consider the United States Sentencing Guidelines ("U.S.S.G." or  
6 "Sentencing Guidelines") among other factors in determining  
7 defendant's sentence. Defendant understands, however, that the  
8 Sentencing Guidelines are only advisory, and that after  
9 considering the Sentencing Guidelines, the Court may be free to  
10 exercise its discretion to impose any reasonable sentence up to  
11 the maximum set by statute for the crimes of conviction.

12 12. Defendant and the USAO agree and stipulate to the  
13 following applicable Sentencing Guideline factors:

14 Base Offense Level : 7 [U.S.S.G. § 2B1.1(a)(1)]

15 Specific Offense  
16 Characteristics

17 Loss In Excess  
18 of \$70,000 : +8 [U.S.S.G. § 2B1.1(b)(1)(E)]

19 Minor Role : -4 [U.S.S.G. § 3B1.2(a)]

20 Acceptance of  
21 Responsibility : -2 [U.S.S.G. § 3E1.1(a)]

22 Defendant and the USAO reserve the right to argue that  
23 additional specific offense characteristics, adjustments, and  
24 departures are appropriate.

25 13. There is no agreement as to defendant's criminal  
26 history or criminal history category.

27 14. The stipulations in this agreement do not bind either  
28 the United States Probation Office or the Court. Both defendant  
and the USAO are free to: (a) supplement the facts by supplying

1 relevant information to the United States Probation Office and  
2 the Court, (b) correct any and all factual misstatements relating  
3 to the calculation of the sentence, and (c) argue on appeal and  
4 collateral review that the Court's sentencing calculations are  
5 not error, although each party agrees to maintain its view that  
6 the calculations in paragraph 12 are consistent with the facts of  
7 this case.

8 DEFENDANT'S OBLIGATIONS

9 15. Defendant agrees that he will:

10 a) Plead guilty as set forth in this agreement.

11 b) Not knowingly and willfully fail to abide by all  
12 sentencing stipulations contained in this agreement.

13 c) Not knowingly and willfully fail to: (i) appear as  
14 ordered for all court appearances, (ii) surrender as ordered for  
15 service of sentence, (iii) obey all conditions of any bond, and  
16 (iv) obey any other ongoing court order in this matter.

17 d) Not commit any crime; however, offenses which would  
18 be excluded for sentencing purposes under U.S.S.G. § 4A1.2(c) are  
19 not within the scope of this agreement.

20 e) Not knowingly and willfully fail to be truthful at  
21 all times with Pretrial Services, the U.S. Probation Office, and  
22 the Court.

23 f) Pay the applicable special assessment at or before  
24 the time of sentencing unless defendant lacks the ability to pay.

25  
26 THE USAO'S OBLIGATIONS

27 16. If defendant complies fully with all defendant's  
28 obligations under this agreement, the USAO agrees:



1 a) To abide by all sentencing stipulations contained in  
2 this agreement.

3 b) At the time of sentencing, provided that defendant  
4 demonstrates an acceptance of responsibility for the offense up  
5 to and including the time of sentencing, to recommend a two-level  
6 reduction in the applicable sentencing guideline offense level,  
7 pursuant to U.S.S.G. § 3E1.1, and to recommend and, if necessary,  
8 move for an additional one-level reduction if available under  
9 that section.

10 c) To recommend that defendant be sentenced at the low  
11 end of the applicable Sentencing Guidelines range provided that  
12 the total offense level as calculated by the Court is 9 or higher  
13 and provided that the Court does not depart downward in offense  
14 level or criminal history category.

15 BREACH OF AGREEMENT

16 17. Following a knowing and willful breach of this  
17 agreement by defendant, should the USAO elect to pursue any  
18 charge or any civil or administrative action that was either  
19 dismissed or not filed as a result of this agreement, then:

20 a) Defendant agrees that the applicable statute of  
21 limitations is tolled between the date of defendant's signing of  
22 this agreement and the commencement of any such prosecution or  
23 action.

24 b) Defendant gives up all defenses based on the  
25 statute of limitations, any claim of preindictment delay, or any  
26 speedy trial claim with respect to any such prosecution or  
27 action, except to the extent that such defenses existed as of the  
28 date of defendant's signing of this agreement.

1 c) Defendant agrees that: (i) any statements made by  
2 defendant, under oath, at the guilty plea hearing; ii) the  
3 stipulated factual basis statement in this agreement; and iii)  
4 any evidence derived from such statements, are admissible against  
5 defendant in any prosecution of defendant, and defendant shall  
6 assert no claim under the United States Constitution, any  
7 statute, Rule 410 of the Federal Rules of Evidence, Rule 11(f) of  
8 the Federal Rules of Criminal Procedure, or any other federal  
9 rule, that the statements or any evidence derived from any  
10 statements should be suppressed or are inadmissible.

11 LIMITED MUTUAL WAIVER OF APPEAL AND COLLATERAL ATTACK

12 18. Defendant gives up the right to appeal any sentence  
13 imposed by the Court, and the manner in which the sentence is  
14 determined, provided that (a) the sentence is within the  
15 statutory maximum specified above and is constitutional, (b) the  
16 Court in determining the applicable guideline range does not  
17 depart upward in offense level or criminal history category and  
18 determines that the total offense level is 9 or below, and  
19 (c) the Court imposes a sentence within or below the range  
20 corresponding to the determined total offense level and criminal  
21 history category. Defendant also gives up any right to bring a  
22 post-conviction collateral attack on the conviction or sentence  
23 except a post-conviction collateral attack based on a claim of  
24 ineffective assistance of counsel, a claim of newly discovered  
25 evidence, or a retroactive change in the applicable Sentencing  
26 Guidelines, sentencing statutes, or statutes of conviction.  
27 Notwithstanding the foregoing, defendant retains the ability to  
28 appeal the court's determination of defendant's criminal history

1 category and the conditions of supervised release imposed by the  
2 court, with the exception of the following: standard conditions  
3 set forth in district court General Orders 318 and 01-05; the  
4 drug testing conditions mandated by 18 U.S.C. §§ 3563(a) (5) and  
5 3583(d); and the alcohol and drug use conditions authorized by 18  
6 U.S.C. § 3563(b) (7) .

7 19. The USAO gives up its right to appeal the Court's  
8 Sentencing Guidelines calculations, provided that (a) the Court  
9 does not depart downward in offense level or criminal history  
10 category and (b) the Court determines that the total offense  
11 level is 9 or above and imposes a sentence within the range  
12 corresponding to the determined total offense level and criminal  
13 history category.

14 COURT NOT A PARTY

15 20. The Court is not a party to this agreement and need not  
16 accept any of the USAO's sentencing recommendations or the  
17 parties' stipulations. Even if the Court ignores any sentencing  
18 recommendation, finds facts or reaches conclusions different from  
19 any stipulation, and/or imposes any sentence up to the maximum  
20 established by statute, defendant cannot, for that reason,  
21 withdraw defendant's guilty plea, and defendant will remain bound  
22 to fulfill all defendant's obligations under this agreement. No  
23 one - not the prosecutor, defendant's attorney, or the Court -  
24 can make a binding prediction or promise regarding the sentence  
25 defendant will receive, except that it will be within the  
26 statutory maximum.

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NO ADDITIONAL AGREEMENTS

21. Except as set forth herein, there are no promises, understandings or agreements between the USAO and defendant or defendant's counsel. Nor may any additional agreement, understanding or condition be entered into unless in a writing signed by all parties or on the record in court.

PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

22. The parties agree and stipulate that this Agreement will be considered part of the record of defendant's guilty plea hearing as if the entire Agreement had been read into the record of the proceeding.

This agreement is effective upon signature by defendant and an Assistant United States Attorney.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE  
FOR THE CENTRAL DISTRICT OF CALIFORNIA  
THOMAS P. O'BRIEN  
United States Attorney

Jennifer L. Waier  
JENNIFER L. WAIER  
Assistant United States Attorney

2/6/08  
Date

I have read this agreement and carefully discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. My attorney has advised me of my rights, of possible defenses, of the Sentencing Guideline provisions, and of the consequences of entering into this agreement. No promises or inducements have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this

1 agreement. Finally, I am satisfied with the representation of my  
2 attorney in this matter.

3 Nohad Mousa  
4 NOHAD MOUSA  
5 Defendant

1/21/08  
Date

6 I am Nohad Mousa's attorney. I have carefully discussed  
7 every part of this agreement with my client. Further, I have  
8 fully advised my client of his rights, of possible defenses, of  
9 the Sentencing Guidelines' provisions, and of the consequences of  
10 entering into this agreement. To my knowledge, my client's  
11 decision to enter into this agreement is an informed and  
12 voluntary one.

13 William Morrissey  
14 WILLIAM MORRISSEY  
15 Counsel for Defendant  
16 NOHAD MOUSA

1/21/08  
Date

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