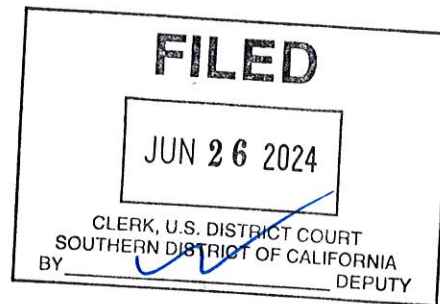


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10
11 **UNITED STATES DISTRICT COURT**
12 **SOUTHERN DISTRICT OF CALIFORNIA**

13 UNITED STATES OF AMERICA,

14 Plaintiff,

15 v.

16 TAAJ SERVICES US LLC,

17 Defendant.

Case No. 24-cr-01322-BAS

PLEA AGREEMENT

(DEFERRED ENTRY OF JUDGMENT)

18
19 IT IS HEREBY AGREED between the plaintiff, UNITED STATES OF AMERICA,
20 through its counsel, TARA K. MCGRATH, United States Attorney, and Michael A.
21 Deshong, Carl F. Brooker, and E. Christopher Beeler, Assistant United States Attorneys,
22 and Defendant Taaj Services US LLC (TAAJ), with the advice and consent of its counsel,
23 Martin Sabelli, as follows:

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I

THE PLEA

A. The Charge

Defendant agrees to waive Indictment and plead guilty to Count 1 of a two-count Information charging Defendant with:

On or about December 10, 2019, defendant TAAJ SERVICES US LLC, a registered money services business and domestic financial institution, received approximately \$84,735 in coins, currency, and other monetary instruments from MTB-1 and TAAJ SERVICES US, LLC did knowingly and willfully fail to file a report on the transaction as required under regulations prescribed by the Secretary of the Treasury; all in violation of Title 31, United States Code, Sections 5313 and 5322(a); and 31 C.F.R. § 1010.330.

B. Agreement Not to Prosecute Additional Charges or Individuals

In exchange for Defendant's plea of guilty, the United States agrees not to prosecute additional criminal charges under Chapter 63 of Title 18 of the United States Code, based solely on the same conduct described herein, against TAAJ or to prosecute TAAJ's owners, directors, managers, or supervisors for the same conduct described herein unless TAAJ breaches this plea agreement in any way including, but not limited to full and timely payment of the forfeiture described herein, or the guilty plea entered pursuant to TAAJ's plea agreement is set aside for any reason. Except as discussed in this paragraph, nothing in this agreement shields TAAJ or those who owned, managed, or supervised TAAJ from prosecution for any violation of federal law outside of Title 31 of the United States Code or for violations occurring after 2020, or shields other entities or individuals not identified in this paragraph.

C. Waiver of Certain Rights

In consideration of the concessions made by the Government pursuant to this Agreement, Defendant (a) knowingly waives his right to indictment on these charges, as well as all rights to a speedy trial pursuant to the Sixth Amendment to the United States Constitution, Title 18, United States Code, Section 3161, and Federal Rule of Criminal Procedure 48(b); and (b) knowingly waives for the purposes of this Agreement and for the

1 purposes of any charges by the United States arising out of the conduct described in the
2 Stipulated Factual Basis any objection with respect to venue and consents to the filing of
3 the Information, as provided under the terms of this Agreement, in the United States
4 District Court for the Southern District of California.

5 D. Waiver of Venue

6 TAAJ waives any objection or challenge to venue in the Southern District of
7 California.

8 E. Forfeiture

9 TAAJ consents to the forfeiture allegations of the Information and agrees the
10 attached forfeiture addendum shall govern forfeiture in this case. TAAJ understands that
11 full and timely payment of the forfeiture is a material part of the agreement and failure to
12 comply with its terms is a breach of the agreement.

13 **II**

14 **AGREEMENT TO DEFER PROSECUTION**

15 It appears that the interest of the United States, Defendant's interests, and the
16 interests of justice will be served by deferring prosecution of this offense for a period of 24
17 months (the "Deferral Period"), provided Defendant complies with the terms and
18 conditions of this Agreement, including the satisfaction of the terms of the Forfeiture
19 Addendum. If Defendant complies with the terms and conditions of this Agreement, the
20 United States agrees to dismiss the charge in the Information and agrees not to prosecute
21 Defendant for any conduct described in the Stipulated Factual Basis. Within thirty days of
22 the expiration of the Deferral Period, (or earlier if the United States, in its sole discretion,
23 determines to do so), the United States shall seek dismissal of the two-count Information.
24 However, should the United States determine in its sole discretion that Defendant, after the
25 execution of this Agreement and prior to the end of the Deferral Period, has, violated the
26 terms and conditions of this Agreement, the United States may proceed with prosecution.
27 The parties agree that neither this Agreement nor the Information constitutes a final
28 adjudication on the merits of any charges.

1 The parties jointly recommend a 24-month "Deferral Period." The Deferral Period
2 shall commence upon the entry by the Court of an order approving the Agreement and
3 excluding the time from the effective date of the Agreement through the end of the Deferral
4 Period from consideration under the Speedy Trial Act (Title 18, United States Code,
5 Section 3161(h)(2)). From the effective date of the Agreement through the end of the
6 Deferral Period, Defendant will comply with the following conditions:

- 7 1. Defendant shall not violate any federal, state, or local law, including federal
8 tax law; and
- 9 2. Defendant shall comply with all federal, state, or local regulations applicable
10 to its operations as a money-transmitting business. During the Deferral Period,
11 any sanctions imposed by a federal, state, or local regulator for failure to
12 comply with such regulations that include (1) penalties or fines in excess of
13 \$10,000, (2) an express finding of bad faith, or (3) the revocation of TAAJ's
14 license to operate as a money services business, shall be considered evidence
15 of a material breach of this Agreement. Any penalties or fines imposed by a
16 regulating entity for conduct that pre-dates the Deferral Period shall not be
17 considered a breach of this Agreement.

18 If Defendant fails to specifically perform or to fulfill completely each of his
19 obligations under this Agreement, after the execution of this Agreement and prior to the
20 end of the Deferral Period, regardless of whether the United States becomes aware of such
21 a breach prior to or after the Deferral Period is complete, Defendant may thereafter be
22 subject to prosecution, at the sole discretion of the United States, for any federal criminal
23 violation of which the United States has knowledge, including, but not limited to, the
24 charge in the Information described in Paragraph 1 and any other charges that arise from
25 the conduct set forth in the Stipulated Factual Basis below, which may be pursued in the
26 U.S. District Court for the Southern District of California or any other appropriate venue.

27 Determination of whether Defendant has breached this Agreement and whether to
28 pursue prosecution of Defendant shall be in the United States' sole discretion. Any such

1 prosecution may be premised on information provided by Defendant to the United States.
2 Any such prosecution relating to the conduct described in the Stipulated Factual Basis or
3 relating to conduct known to the United States prior to the date on which this Agreement
4 was signed that is not time-barred by the applicable statute of limitations on the date of the
5 signing of this Agreement may be commenced against Defendant notwithstanding the
6 expiration of the statute of limitations between the signing of this Agreement and the
7 expiration of the Deferral Period plus six months. Thus, by signing this Agreement,
8 Defendant agrees that the statute of limitations with respect to any such prosecution that is
9 not time-barred on the date of the signing of this Agreement shall be tolled for the Deferral
10 Period plus six months. In addition, Defendant agrees that the statute of limitations as to
11 any violation of federal law that occurs during the Deferral Period will be tolled from the
12 date upon which the violation occurs for the duration of the Deferral Period plus six
13 months, and that this period shall be excluded from any calculation of time for purposes of
14 the application of the statute of limitations.

15 Defendant agrees that in the event that the United States determines, in its sole
16 discretion, that Defendant has violated any provision of this Agreement, an extension or
17 extensions of the Deferral Period may be imposed by the United States, in its sole
18 discretion, for up to a total additional time period of 12 months, without prejudice. Any
19 extension of the Agreement extends all terms of this Agreement.

20 In the event that the United States determines that Defendant has breached this
21 Agreement, the United States agrees to provide Defendant with written notice of such
22 breach prior to instituting any prosecution or extension of the Deferral Period resulting
23 from such breach. Within thirty (30) days of receipt of such notice, Defendant shall have
24 the opportunity to respond to the United States in writing to explain the nature and
25 circumstances of such breach. The United States shall consider Defendant's explanation in
26 determining whether to institute a prosecution or extend the Deferral Period. For the
27 purposes of this Agreement, Defendant shall be deemed to have received notice as of the
28 day written notice is mailed, sent, or otherwise transmitted to the last known mailing or e-

1 mail address of Defendant or any person who has agreed to accept service of such notice
2 on Defendant's behalf or the mailing or e-mail address of undersigned defense counsel for
3 Defendant.

4 **III**

5 **NATURE OF THE OFFENSE**

6 A. Elements Explained

7 The offense to which Defendant is pleading guilty has the following elements:

- 8 1. Defendant was a domestic financial institution;
- 9 2. Defendant was knowingly involved in a transaction for the payment, receipt,
10 or transfer of currency or other monetary instruments in excess of \$10,000;
- 11 3. Defendant willfully failed to report the currency transaction in excess of
12 \$10,000; and
- 13 4. For the purpose of the criminal forfeiture allegation, Defendant agrees to
14 forfeit \$700,000 to the United States as property that was involved in, or
15 traceable to, Defendant's conspiracy to commit a violation of Title 31, United
16 States Code, Section 5313.

17 To convict a business organization of a criminal offense based on the conduct of an
18 employee or agent, the United States must prove: (1) that an employee or agent acting within
19 the scope of his or her authority at the organization committed the offense, and (2) the
20 employee or agent was acting in part to benefit the organization.

21 B. Elements Understood and Admitted—Factual Basis

22 Defendant has fully discussed the facts of this case with defense counsel. Defendant
23 has committed each element of the crime and admits that there is a factual basis for this
24 guilty plea. The facts set forth in the attached Stipulated Factual Basis (incorporated herein
25 by reference) are true and undisputed, and applied at all relevant times.

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III

PENALTIES

The crime to which Defendant is pleading guilty carries the following penalties:

- A. a maximum \$500,000 fine, or twice the gross gain or loss from the offense, whichever is greater;
- B. a mandatory special assessment of \$400 per count;
- C. A term of probation of not more than 5 years; and
- D. forfeiture to the United States of all property, real or personal, involved in the offense and any property traceable to such property.

IV

DEFENDANT'S WAIVER OF TRIAL RIGHTS AND UNDERSTANDING OF CONSEQUENCES

This guilty plea waives Defendant's right at trial to:

- A. Continue to plead not guilty and require the United States to prove the elements of the crime beyond a reasonable doubt;
- B. A speedy and public trial by jury;
- C. The assistance of counsel at all stages;
- D. Confront and cross-examine adverse witnesses;
- E. Testify and present evidence and to have witnesses testify on behalf of Defendant;
- F. Not testify or have any adverse inferences drawn from the failure to testify;
- G. Defendant knowingly and voluntarily waives any rights and defenses defendant may have under the Excessive Fines Clause of the Eighth Amendment to the United States Constitution to the forfeiture of property in this proceeding or any related civil proceeding; and
- H. Assert now or on appeal, any legal, constitutional, statutory, regulatory, and procedural rights and defenses that he may have under any source of federal or common law, including among others, challenges to personal jurisdiction, extraterritoriality, statute of limitations, venue, and the form and substance of the Information, including specifically any claim of multiplicity or duplicity.

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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 United States will continue to provide such information establishing the factual innocence of Defendant.

If this case proceeded to trial, the United States would be required to provide impeachment information for its witnesses. In addition, if Defendant raised an affirmative defense, the United States 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. 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. The conviction in this case may subject Defendant to various collateral consequences, including but not limited to revocation of probation, parole, or supervised release in another case; debarment from government contracting; and suspension or revocation of a professional license, none of which can serve as grounds to withdraw Defendant’s guilty plea.
- B. No one has made any promises or offered any rewards in return for this guilty plea, other than those contained in this agreement or otherwise disclosed to the Court.
- C. No one has threatened Defendant or Defendant’s managers, owners, representatives, or agents to induce this guilty plea.
- D. Defendant is pleading guilty because Defendant is guilty and for no other reason.

VII
AGREEMENT LIMITED TO U.S. ATTORNEY'S OFFICE
SOUTHERN DISTRICT OF CALIFORNIA

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

VIII
APPLICABILITY OF SENTENCING GUIDELINES

The sentence imposed will be based on the factors set forth in 18 U.S.C. § 3553(a). In imposing the sentence, the sentencing judge must consult the United States Sentencing Guidelines (Guidelines) and take them into account. Defendant has discussed the Guidelines with defense counsel and understands that the Guidelines are only advisory, not mandatory. The Court may impose a sentence more severe or less severe than otherwise applicable under the Guidelines, up to the maximum in the statute of conviction. The sentence cannot be determined until a presentence report is prepared by the U.S. Probation Office and defense counsel and the United States have an opportunity to review and challenge the presentence report. Nothing in this plea agreement limits the United States' duty to provide complete and accurate facts to the district court and the U.S. Probation Office.

IX
SENTENCE IS WITHIN SOLE DISCRETION OF JUDGE

This plea agreement is made pursuant to Federal Rule of Criminal Procedure 11(c)(1)(B). The sentence is within the sole discretion of the sentencing judge who may impose the maximum sentence provided by statute. It is uncertain at this time what Defendant's sentence will be. The United States has not made and will not make any representation about what sentence Defendant will receive. Any estimate of the probable sentence by defense counsel is not a promise and is not binding on the Court. Any recommendation by the United States at sentencing also is not binding on the Court. If the

1 sentencing judge does not follow any of the parties' sentencing recommendations,
2 Defendant will not withdraw the plea.

3 X

4 **PARTIES' SENTENCING RECOMMENDATIONS**

5 A. **SENTENCING GUIDELINE CALCULATIONS**

6 Although the Guidelines are only advisory and just one factor the Court will consider
7 under 18 U.S.C. § 3553(a) in imposing a sentence, the parties will jointly recommend the
8 following Base Offense Level, Specific Offense Characteristics, Adjustments, Culpability
9 Score, and Multiplier pursuant to Section 8 of the Guidelines:

10 Base Fine Calculation

- | | | |
|----|---|-----|
| 11 | 1. Base Offense Level [USSG § 2S1.3(a)(2)] | 6 |
| 12 | 2. Value of Funds Transmitted (Greater than \$1.5M) | |
| 13 | [USSG §§ 2S1.3(a)(2) and 2B1.1(I)] | +16 |
| 14 | 3. Acceptance of Responsibility [USSG § 3E1.1] | -3 |
| 15 | 4. Combination of Circumstances [USSG § 5K2.0] | -3 |

16 Culpability Score

- | | | |
|----|--|------------|
| 17 | 5. Base Level [USSG § 8C2.5(a)] | 5 |
| 18 | 6. Organization with 10+ Employees and Person with Substantial | +1 |
| 19 | Authority Participated [USSG § 8C2.5(b)(5)] | |
| 20 | 7. Reduction for Acceptance [USSG § 8C2.5(g)(2)] | -2 |
| 21 | 8. Multiplier Range [USSG § 8C2.6] | 0.8 to 1.6 |

22 B. **ACCEPTANCE OF RESPONSIBILITY**

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

- 26
27 1. Fails to truthfully admit a complete factual basis as stated in the plea at the
28 time the plea is entered, or falsely denies, or makes a statement inconsistent
with, the factual basis set forth in this agreement;

- 1 2. Falsely denies prior criminal conduct or convictions;
- 2 3. Is untruthful with the United States, the Court or probation officer; or
- 3 4. Breaches this plea agreement in any way.

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

5 Defendant may request or recommend additional downward adjustments,
6 departures, or variances from the Sentencing Guidelines under 18 U.S.C. § 3553. The
7 United States may oppose any downward adjustments, departures, or variances not set forth
8 in Section X, paragraph A above.

9 D. NO AGREEMENT AS TO CRIMINAL HISTORY CATEGORY

10 The parties have **no** agreement as to Defendant’s Criminal History Category.

11 E. “FACTUAL BASIS” AND “RELEVANT CONDUCT” INFORMATION

12 The facts in the addendum containing the stipulated factual basis of this agreement
13 are true and may be considered as “relevant conduct” under USSG § 1B1.3 and as the
14 nature and circumstances of the offense under 18 U.S.C. § 3553(a)(1).

15 F. SPECIAL ASSESSMENT, FINE, AND FORFEITURE

16 1. Special Assessment

17 The parties will jointly recommend that Defendant pay a special assessment in the
18 amount of \$400.00 per felony count of conviction to be paid forthwith at time of
19 sentencing. Special assessments shall be paid through the office of the Clerk of the District
20 Court by bank or cashier’s check or money order made payable to the “Clerk, United States
21 District Court.”

22 2. Fine

23 In light of the substantial forfeiture agreed to in this plea agreement and attached
24 forfeiture addendum—and Defendant’s agreement to comply with the relevant laws and
25 regulations of the United States and the states in which it operates going forward—the
26 parties will jointly recommend that the Court not impose any fine. Defendant recognizes
27 and agrees that the Court can impose a fine, and the imposition of a fine is not a basis to
28 withdraw from the plea agreement and agrees it shall not be a basis for any appeal.

3. Forfeiture

Defendant consents to the forfeiture allegations in the Information and agrees to forfeit to the United States \$700,000 in the form of a money judgment against TAAJ as set forth in the attached forfeiture addendum.

G. PROBATION

If the Court imposes a term of probation, Defendant will not seek to reduce or terminate early the term of probation until Defendant has served at least 2/3 of the term of probation and has fully paid and satisfied any special assessment, fine, criminal forfeiture judgment, and restitution judgment, if any.

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 or forfeiture order. 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. The only exception is Defendant may collaterally attack the conviction or sentence on the basis that Defendant received ineffective assistance of counsel.

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 United States 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 1. Failing to plead guilty pursuant to this agreement;
- 2 2. Failing to fully accept responsibility as established in Section X, paragraph B,
3 above;
- 4 3. Failing to appear in court;
- 5 4. Attempting to withdraw the plea;
- 6 5. Failing to abide by any court order related to this case;
- 7 6. Appealing (which occurs if a notice of appeal is filed) or collaterally attacking
8 the conviction or sentence in violation of Section XI of this plea agreement;
- 9 7. Engaging in additional criminal conduct from the time of arrest until the time
10 of sentencing; and
- 11 8. Failure to pay full and timely the forfeiture amount of \$700,000.

12 If Defendant breaches this plea agreement, Defendant will not be able to enforce any
13 provisions, and the United States will be relieved of all its obligations under this plea
14 agreement. For example, the United States may proceed to sentencing but recommend a
15 different sentence than what it agreed to recommend above and may increase the amount
16 of the forfeiture to the full amount of property involved in the conspiracy. Or the United
17 States may pursue any charges including those that were dismissed, promised to be
18 dismissed, or not filed as a result of this agreement (Defendant agrees that any statute of
19 limitations relating to such charges is tolled indefinitely as of the date all parties have
20 signed this agreement; Defendant also waives any double jeopardy defense to such
21 charges). In addition, the United States may move to set aside Defendant's guilty plea.
22 Defendant may not withdraw the guilty plea based on the United States' pursuit of remedies
23 for Defendant's breach.

24 Additionally, if Defendant breaches this plea agreement: (i) any statements made by
25 Defendant, under oath, at the guilty plea hearing (before either a Magistrate Judge or a
26 District Judge); (ii) the factual basis statement in Section II.B in this agreement; and (iii)
27 any evidence derived from such statements, are admissible against Defendant in any
28 prosecution of, or any action against, Defendant. This includes the prosecution of the

1 charge(s) that is the subject of this plea agreement or any charge(s) that the prosecution
2 agreed to dismiss or not file as part of this agreement, but later pursues because of a breach
3 by the Defendant. Additionally, Defendant knowingly, voluntarily, and intelligently
4 waives any argument that the statements and any evidence derived from the statements
5 should be suppressed, cannot be used by the United States, or are inadmissible under the
6 United States Constitution, any statute, Rule 410 of the Federal Rules of Evidence, Rule
7 11(f) of the Federal Rules of Criminal Procedure, and any other federal rule.

8 **XIII**

9 **CONTENTS AND MODIFICATION OF AGREEMENT**

10 This plea agreement, the stipulated factual basis, and the forfeiture addendum
11 embody the entire agreement between the parties and supersedes any other agreement,
12 written or oral. No modification of this plea agreement shall be effective unless in writing
13 signed by all parties.

14 **XIV**

15 **DEFENDANT AND COUNSEL FULLY UNDERSTAND AGREEMENT**

16 By signing this agreement, Defendant certifies that Defendant has read it (or that it
17 has been read to Defendant in Defendant’s native language). Defendant has discussed the
18 terms of this agreement with defense counsel and fully understands its meaning and effect.

19 **XV**

20 **DEFENDANT SATISFIED WITH COUNSEL**

21 Defendant has consulted with counsel and is satisfied with counsel’s representation.
22 This is Defendant’s independent opinion, and Defendant’s counsel did not advise
23 Defendant about what to say in this regard.

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XVI


SUCCESSOR LIABILITY

This plea agreement shall bind Defendant, its subsidiaries, affiliated entities, assignees, and its successor entity, including Rasmi Pay LLC, and any other person or entity that assumes the obligations contained herein. No change in name, change in corporate or individual control, business reorganization, change in ownership, merger, change of legal status, sale or purchase of assets, divestiture of assets, or similar action shall alter Defendant's obligations under this plea agreement. Defendant shall not engage in any action to seek to avoid the obligations set forth in this plea agreement.

TARA K. MCGRATH
United States Attorney

May 20, 2024

DATED


MICHAEL A. DESHONG
CARL F. BROOKER
E. CHRISTOPHER BEELER
Assistant United States Attorneys


May 20, 2024

DATED


MARTIN SABELLI
Counsel for Rasmi Pay LLC, formerly known
as TAAJ Services US LLC

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

05/20/2024
DATED


MAHMOOD AFEY
Chief Executive Officer and Authorized
Representative for Rasmi Pay LLC, formerly
known as Taaj Services US LLC

Approved by:


LEAH R. BUSSELL
Assistant United States Attorney