

IN THE UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

UNITED STATES OF AMERICA	:	Case No. 2:13-CR-183
	:	
Plaintiff,	:	JUDGE WATSON
	:	
v.	:	
	:	
MOHAMMED NOURE ALO,	:	
	:	
Defendant.	:	

PLEA AGREEMENT

The United States of America, by and through the undersigned attorneys for the Public Integrity Section, Criminal Division, United States Department of Justice, the United States Attorney's Office for the Southern District of Ohio (collectively referred to as the "United States"), MOHAMMED NOURE ALO (hereinafter referred to as the "defendant"), and the defendant's counsel enter into the following Agreement pursuant to Rule 11 of the Federal Rules of Criminal Procedure. The terms of the Agreement are as follows:

1. Offense and Maximum Penalties

The defendant agrees to plead guilty to Count 3 of an Indictment filed on August 15, 2013, charging the defendant with aiding and abetting honest services wire fraud in violation of 18 U.S.C. §§ 1343, 1346 and 2. The maximum penalties for this offense carry a maximum term of twenty (20) years of imprisonment, a fine of \$250,000, a \$100 special assessment, and no more than five years of supervised release. The defendant understands that this supervised release term is in addition to any prison term the defendant may receive, and that a violation of a term of supervised release could result in the defendant being returned to prison for the full term of supervised release.

2. Factual Basis for the Plea

The defendant will plead guilty because the defendant is in fact guilty of the charged offense. The defendant admits the facts set forth in the statement of facts filed with this Agreement and agrees that those facts establish guilt of the offense charged beyond a reasonable doubt. The statement of facts, which is hereby incorporated into this Agreement, constitutes a stipulation of facts for purposes of Section 1B1.2(a) of the Sentencing Guidelines.

The defendant understands that the Court intends to question him on the record about the offense to which he pleads guilty, which questioning will be under oath and which could provide a basis for a later prosecution of this defendant for perjury or false statements if he does not tell the truth.

3. Trial and Assistance and Advice of Counsel

The defendant is satisfied that the defendant's attorney has rendered effective assistance. The defendant understands that by entering into this Agreement, defendant surrenders certain rights as provided in this Agreement. The defendant understands that the rights of criminal defendants include the following, among others:

- a. To be represented by an attorney at every stage of the proceeding, and that, if necessary, one will be appointed to represent him;
- b. To plead not guilty and to be tried by a jury;
- c. To be assisted by counsel during such trial;
- d. To confront and cross-examine adverse witnesses;
- e. To use compulsory process to summon witnesses for the defense;

- f. Not to be compelled to testify; and
- g. To be presumed innocent throughout trial until and unless found guilty by a jury.

Defendant understands that if his plea of guilty to the charge set forth in the Indictment is accepted by the Court there will not be a trial of any kind, so that by pleading guilty he waives, or gives up, his right to a trial.

4. Role of the Court and the Probation Office

The defendant understands that the Court has jurisdiction and authority to impose any sentence within the statutory maximum described above but that the Court will determine the defendant's actual sentence in accordance with 18 U.S.C. § 3553(a). The defendant understands that the Court has not yet determined a sentence and that any estimate of the advisory sentencing range under the U.S. Sentencing Commission's Sentencing Guidelines Manual the defendant may have received from the defendant's counsel, the United States, or the Probation Office, is a prediction, not a promise, and is not binding on the United States, the Probation Office, or the Court. Additionally, pursuant to the Supreme Court's decision in United States v. Booker, 125 S. Ct. 738 (2005), the Court, after considering the factors set forth in 18 U.S.C. § 3553(a), may impose a sentence above or below the advisory sentencing range, subject only to review by higher courts for reasonableness. The United States makes no promise or representation concerning what sentence the defendant will receive, and the defendant cannot withdraw a guilty plea based upon the actual sentence.

5. Sentencing Guidelines

In accordance with Rule 11(c)(1)(B) of the Federal Rules of Criminal Procedure, and in light of both the offense and of relevant conduct, the United States and the Defendant will recommend that the Court apply the provisions of the United States Sentencing Guidelines

Manual ("U.S.S.G." and "Guidelines") effective November 1, 2013. The United States and the defendant agree that the defendant has assisted the Government in the investigation and prosecution of the defendant's own misconduct by timely notifying authorities of the defendant's intention to enter a plea of guilty, thereby permitting the Government to avoid preparing for trial and permitting the Government and the Court to allocate their resources efficiently.

If the defendant demonstrates acceptance of responsibility he qualifies for a two-level decrease in offense level pursuant to U.S.S.G. § 3E1.1(a). If the Guidelines indicate a level 16 or greater, and the defendant acts in accordance with this Agreement, the Government will file, pursuant to U.S.S.G. § 3E1.1(b), a motion prior to, or at the time of, sentencing for an additional one-level decrease in the defendant's offense level.

6. Waiver of Appeal, FOIA, and Privacy Act Rights

The defendant also understands that Title 18, United States Code, Section 3742 affords a defendant the right to appeal the sentence imposed. Nonetheless, the defendant knowingly waives the right to appeal the conviction and any sentence within the statutory maximum described above (or the manner in which that sentence was determined) on the grounds set forth in 18 U.S.C. § 3742 or on any ground whatsoever, in exchange for the concessions made by the United States in this Agreement. This Agreement does not affect the rights or obligations of the United States as set forth in 18 U.S.C. § 3742(b). The defendant also hereby waives all rights, whether asserted directly or by a representative, to request or receive from any department or agency of the United States any records pertaining to the investigation or prosecution of this case, including without limitation any records that may be sought under the Freedom of Information Act, 5 U.S.C. § 552, or the Privacy Act, 5 U.S.C. § 552a.

The defendant understands that he is not a prevailing party as defined in 18 U.S.C. §3006A (statutory note captioned "Attorney Fees and Litigation Expenses to Defense") and hereby expressly waives his rights to sue the United States.

7. Special Assessment

The defendant agrees to pay a mandatory special assessment of one hundred dollars (\$100.00) for the single count of conviction. This payment shall be made to the United States District Court Clerk, 85 Marconi Boulevard, Columbus, Ohio 43215. This assessment shall be paid by defendant before sentence is imposed and defendant will furnish a receipt or other evidence of payment at the time of sentencing.

8. Payment of Monetary Penalties and Forfeiture

The defendant understands and agrees that, pursuant to 18 U.S.C. § 3613, whatever monetary penalties and forfeitures are imposed by the Court will be due and payable immediately and subject to immediate enforcement by the United States as provided for in Section 3613. Defendant agrees not to contest the forfeiture alleged in the Indictment pursuant to 18 U.S.C. § 982(a)(1)(C) and 28 U.S.C. § 2461(c), however the amount of such forfeiture is not specifically agreed to at this time. The defendant does agree that once the Court determines the amount of forfeiture or the parties enter into a stipulated forfeiture in the future, the defendant will agree to the entry of a criminal money judgement. The defendant agrees to provide all of his financial information to the United States and the Probation Office and, if requested, to participate in a debtor's examination at any time. If the Court imposes a schedule of payments, the defendant understands that the schedule of payments is merely a minimum schedule of payments and not the only method, nor a limitation on the methods, available to the United States to enforce the judgment. If the defendant is incarcerated, the defendant agrees to

participate in the Bureau of Prisons' Inmate Financial Responsibility Program, regardless of whether the Court specifically directs participation or imposes a schedule of payments.

9. Immunity from Further Prosecution in this District

Defendant understands that this Agreement does not protect him from prosecution for perjury, should he testify untruthfully, or for making false statements, nor does it protect him from prosecution for other crimes or offenses which he does not disclose or about which he provides false information, and which the United States discovers by independent investigation. Further, should defendant fail to comply fully with the terms and conditions set forth herein or should he fail to appear as required for sentencing, this Agreement is voidable at the election of the United States, in which case the defendant shall be subject to prosecution as if the Agreement had never been made.

If the Court accepts the defendant's plea of guilty and the defendant fulfills each of the terms and conditions of this Agreement, the Public Integrity Section, Criminal Division, United States Department of Justice, and the United States Attorney's Office for the Southern District of Ohio agree that it will not further prosecute the defendant for any crimes described in the Indictment or statement of facts or for any conduct of the defendant now known to the United States and to law enforcement agents working with the United States on the present investigation.

10. Waiver of Protections of Proffer Agreements

To enable the Government's proffer of facts it would prove at trial, the defendant now unconditionally waives all protections contained in prior proffer agreements with the Government. Defendant agrees that the Government may use all statements provided by him, without limitation, in any proceeding brought by the Government against the defendant.

11. Defendant's Cooperation

The defendant agrees to cooperate fully and truthfully with the United States, and provide all information known to the defendant regarding any criminal activity as requested by the Government. In that regard:

- a. The defendant agrees to testify truthfully and completely at any grand juries, trials, or other proceedings.
- b. The defendant agrees to be reasonably available for debriefing and pretrial conferences as the United States may require.
- c. The defendant agrees to provide all documents, records, writings, or materials of any kind in the defendant's possession or under defendant's care, custody, or control relating directly or indirectly to all areas of inquiry and investigation.
- d. The defendant agrees that the Statement of Facts is limited to information to support the plea. The defendant will provide more detailed facts relating to this case during ensuing debriefings.
- e. The defendant is hereby on notice that the defendant may not violate any federal, state, or local criminal law while cooperating with the Government, and that the Government will, in its discretion, consider any such violation in evaluating whether to file a motion for downward departure or reduction of sentence.
- f. Nothing in this Agreement places any obligation on the Government to seek the defendant's cooperation or assistance.

12. Use of Information Provided by the Defendant Under This Agreement

Pursuant to U.S.S.G. Section 1B1.8, no truthful information that the defendant provides

under this Agreement will be used in determining the applicable guideline range, except as provided in Section 2b1.8(b). Nothing in this Agreement, however, restricts the Court's or the Probation Officer's access to information and records in the possession of the United States. Furthermore, nothing in this Agreement prevents the Government in any way from prosecuting the defendant should the defendant provide false, untruthful, or perjurious information or testimony, or from using information provided by the defendant in furtherance of any forfeiture action, whether criminal or civil, administrative or judicial.

13. Defendant Must Provide Full, Complete, and Truthful Cooperation

This Agreement is not conditioned upon charges being brought against any other individual. This Agreement is not conditioned upon any outcome in any pending investigation. This plea agreement is not conditioned upon any result in any future grand jury presentation or trial involving charges resulting from this investigation. This Agreement is conditioned upon the defendant providing full, complete, and truthful cooperation.

14. Motion for a Downward Departure

The parties agree that the United States reserves the right to seek any departure from the applicable sentencing Guidelines, pursuant to Section 5K1.1 of the Sentencing Guidelines and Policy Statements, or any reduction of sentence pursuant to Rule 35(b) of the Federal Rules of Criminal Procedure, if, in its sole discretion, the United States determines that such a departure or reduction of sentence is appropriate.

15. Breach of the Plea Agreement and Remedies

This Agreement is effective when signed by the defendant, the defendant's attorney, and an attorney for the United States. The defendant agrees to entry of this Agreement at the date and time scheduled with the Court by the United States (in consultation with the defendant's attorneys). If the defendant withdraws from this Agreement, or commits or attempts to commit any additional federal, state or local crimes, or intentionally gives materially false, incomplete, or misleading testimony or information, or otherwise violates any provision of this Agreement, then:

- a. The United States will be released from its obligations under this Agreement, including any obligation to seek a downward departure or a reduction in sentence. The defendant, however, may not withdraw the guilty plea entered pursuant to this Agreement;
- b. The defendant will be subject to prosecution for any federal criminal violation, including, but not limited to, perjury and obstruction of justice, that is not time-barred by the applicable statute of limitations on the date this Agreement is signed. Notwithstanding the subsequent expiration of the statute of limitations, in any such prosecution, the defendant agrees to waive any statute-of-limitations defense; and
- c. Any prosecution, including the prosecution that is the subject of this Agreement, may be premised upon any information provided, or statements made, by the defendant, and all such information, statements, and leads derived therefrom may be used against the defendant. The defendant waives any right to claim that statements made before or after the date of this Agreement, including the statement of facts accompanying

this Agreement or adopted by the defendant and any other statements made pursuant to this or any other Agreement with the United States, should be excluded or suppressed under Fed. R. Evid. 410, Fed. R. Crim. P. 11(f), the Sentencing Guidelines or any other provision of the Constitution or federal law.

Any alleged breach of this Agreement by either party shall be determined by the Court in an appropriate proceeding at which the defendant's disclosures and documentary evidence shall be admissible and at which the moving party shall be required to establish a breach of the Agreement by a preponderance of the evidence. The proceeding established by this paragraph does not apply, however, to the decision of the United States whether to file a motion based on "substantial assistance" as that phrase is used in Rule 35(b) of the Federal Rules of Criminal Procedure and Section 5K1.1 of the Sentencing Guidelines and Policy Statements. The defendant agrees that the decision whether to file such a motion rests in the sole discretion of the United States.

16. Nature of the Agreement Modifications and Collateral Consequences

This written Agreement constitutes the complete plea agreement between the United States, the defendant, and the defendant's counsel. The defendant and his attorney acknowledge that no threats, promises, or representations have been made, nor agreements reached, other than those set forth in writing in this Agreement, to cause the defendant to plead guilty. Any modification of this Agreement shall be valid only as set forth in writing in a supplemental or revised plea agreement signed by all parties.

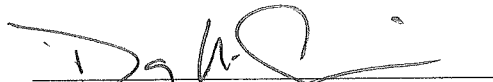
Defendant further understands and accepts that in addition to any criminal sanctions, defendant may be subject to other civil and/or administrative consequences, including, but not limited to, civil liability, and loss of any professional license(s).

Respectfully submitted,

MARK T. D'ALESSANDRO
FIRST ASSISTANT U. S. ATTORNEY


JACK SMITH
CHIEF, PUBLIC INTEGRITY

By:



DOUGLAS W. SQUIRES
Assistant United States Attorney
Southern District of Ohio

By:



ERIC L. GIBSON
Trial Attorney
Public Integrity Section

Defendant's Signature: I hereby agree that I have consulted with my attorney and fully understand all rights with respect to the Indictment. Further, I fully understand all rights with respect to 18 U.S.C. § 3553 and the provisions of the Sentencing Guidelines Manual that may apply in my case. I have read this plea agreement and carefully reviewed every part of it with my attorney. I understand this agreement and voluntarily agree to it.

Date: 20 December 2013



MOHAMMED NOURE ALO
Defendant

Defense Counsel Signature: I am counsel for the defendant in this case. I have fully explained to the defendant the defendant's rights with respect to the Indictment. Further, we have reviewed 18 U.S.C. § 3553 and the Sentencing Guidelines Manual, and I have fully explained to the defendant the provisions that may apply in this case. I have carefully reviewed every part of this plea agreement with the defendant. To my knowledge, the defendant's decision to enter into this agreement is an informed and voluntary one.

Date: 20 December 2013



DAVID C. WINTERS
Attorney for Defendant Mohammed Noure Alo

**IN THE UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

UNITED STATES OF AMERICA

Criminal No. 2:13-CR-183

Plaintiff,

JUDGE WATSON

v.

MOHAMMED NOURE ALO

Defendant.

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Were this matter to go to trial, the United States of America would prove the following facts beyond a reasonable doubt:

1. The Treasurer of the State of Ohio is the state's cash manager and chief investment officer with the duty of managing and collecting public funds. The Office of the Treasurer of the State of Ohio ("TOS") has an Investments Department whose responsibility is to actively manage the state's multi-billion dollar investment portfolios. The State of Ohio, whose funds are invested by the TOS, receives in excess of \$10,000 in federal funding annually.

2. AMER AHMAD was appointed Chief Financial Officer (CFO) of the TOS in 2008. On February 27, 2009, AHMAD was appointed the Deputy Treasurer in addition to continuing his duties as CFO. Additionally, AHMAD was the president of Company A, a limited liability company owned by AHMAD and his spouse. In or around December of 2009, as a result of an initial investment of \$150,000, AHMAD, through Company A, became a partial owner of an Ohio landscaping business, Company B. At all times relevant to this information, AHMAD was an Agent of the State of Ohio.

3. DOUGLAS HAMPTON was a broker and financial advisor operating Hampton

Capital Management (“HCM”). AHMAD and his spouse employed HAMPTON as their financial advisor since 1996. On or about November 18, 2009, AHMAD and his spouse held a financial account with HCM that AHMAD claimed had a then-present market value of \$400,000. HAMPTON and AHMAD attended high school together.

4. JOSEPH M. CHIAVAROLI was founder and part-owner of Company B. On or about November 15, 2009, CHIAVAROLI executed a bill of sale transferring forty-four (44%) ownership of Company B to AHMAD through Company A in exchange for \$150,000.

5. Defendant MOHAMMED NOURE ALO is a 2004 graduate of graduate of Ohio State University’s Moritz College of Law and was a partner and founding member of a Columbus-based law firm (“Law Firm”) specializing in immigration law. AHMAD and ALO were close personal friends. On or about November 15, 2009, ALO’s Law Firm was appointed as “attorneys-in-fact to take all appropriate and necessary actions to administer the transfer” of a forty-four (44%) ownership interest from CHIAVAROLI’s Company B to AHMAD’s Company A. ALO was also the registered agent for Company A, with the Ohio Secretary of State. On or about February 10, 2010, while AHMAD served the State of Ohio as Deputy Treasurer, ALO became a registered lobbyist to the State of Ohio. ALO had no lobbying experience prior to that date.

6. From in or around January 2009 and continuing through in or around January 2011, in the Southern District of Ohio and elsewhere, defendant AHMAD did knowingly conspire and agree with HAMPTON, CHIAVAROLI, and ALO to commit offenses constituting federal program bribery, honest services wire fraud, and money laundering through bribes, kickbacks, and the concealment of material information, and to use the wires in furtherance of

this scheme.

7. The purpose of the conspiracy was for AHMAD, HAMPTON, CHIAVAROLI, and defendant ALO to personally enrich themselves, their friends and associates, and their businesses, by using AHMAD's position in the TOS to secure lucrative state business for HAMPTON in exchange for payments to AHMAD, CHIAVAROLI, and ALO and companies under their control, and to conceal the conspiracy.

8. From in or around January 2009 and continuing through in or around January 2011, HAMPTON made payments to defendant ALO, AHMAD, and CHIAVAROLI, and companies within their control, including Company B, in return for AHMAD's influencing, in his capacity as Deputy Treasurer, Ohio's award of lucrative brokerage services business to HAMPTON.

9. In his capacity as the TOS's Deputy Treasurer, AHMAD took official acts and used official influence to ensure that HAMPTON was included on the list of brokers authorized to conduct securities trades on behalf of the State of Ohio and TOS

10. On or about February 3, 2009, HAMPTON sent an email to defendant AHMAD's email address at the TOS which stated in part: "Let me know about that [Request for Information ("RFI")] process."

11. On or before June 1, 2009, HAMPTON submitted a completed RFI for Broker/Dealer Services to the TOS where it was reviewed by the selection committee led by AHMAD.

12. AHMAD and HAMPTON attempted to conceal and did conceal their crimes by, among other things, withholding material facts from the TOS during the RFI process about the

nature of their personal and business relationships to each other and to ALO.

13. AHMAD, and others, did take official action, including selecting and designating HAMPTON as the authorized broker to conduct a series of lucrative securities trades on behalf of the State of Ohio and TOS.

14. In or around July 2009, following meetings of the Broker/Dealer RFI Committee led by AHMAD, AHMAD recommended to the Treasurer for the State of Ohio that HAMPTON be selected as an approved broker on behalf of the TOS. After securing the Treasurer's approval, on September 9, 2009, defendant AHMAD wrote to HAMPTON on TOS letterhead, "looking forward to working w/ you @ TOS, **."

15. According to a TOS internal memorandum authored by AHMAD on December 24, 2009, TOS's investment strategy would not involve buying and holding investments over the long term, but would rather make "5-10 trades per day" with daily net value assessments. The TOS trading strategy devised by AHMAD generated numerous lucrative opportunities for trades by authorized brokers, such HAMPTON.

16. After AHMAD ensured that HAMPTON was included on the approved broker list for TOS, defendant AHMAD also directed significantly more business from TOS to HAMPTON than any other brokers approved to provide brokerage services for TOS investments.

17. As a consequence of AHMAD's influence in his capacity of Deputy Treasurer, HAMPTON's inclusion on TOS's approved broker list resulted in a sharp increase in HAMPTON's and HCM's revenue. The total revenue that HAMPTON received in commissions just as a result of trading on behalf of TOS during the conspiracy amounted to approximately \$3,212,877.91.

18. On or about October 2, 2009, HAMPTON conducted his first trade on behalf of TOS as an authorized broker.

19. In or around October of 2009, AHMAD told HAMPTON that he needed to hire ALO as a "lobbyist," and that HAMPTON needed to make payments to ALO in the amount of fifty percent (50%) of the commissions HAMPTON received as a result of trading for TOS.

20. On or about October 8, 2009, defendant ALO, a close personal friend of defendant AHMAD's and the agent for AHMAD's Company A, transmitted to HAMPTON via email a fictitious engagement agreement for HAMPTON's signature purporting to hire ALO and Law Firm for "ALL LOBBYING AND LEGAL NEEDS."

21. On or about October 14, 2009, HAMPTON conducted a series of trades on behalf of the TOS and received total commissions in the amount of \$232,289.

22. On or about November 10, 2009, HAMPTON conducted a series of trades on behalf of the TOS from which HAMPTON received a total commission in the amount of \$63,769.

23. On or about November 15, 2009, AHMAD and CHIAVAROLI executed a Transfer Agreement in which AHMAD, through Company A, acquired a forty four percent (44%) ownership interest in Company B from CHIAVAROLI for the agreed upon purchase price of \$150,000. ALO's Law Firm was appointed by the parties to administer the transfer.

24. In return for AHMAD providing HAMPTON with TOS's lucrative brokerage services business, AHMAD directed HAMPTON to provide a payment to defendant ALO, disguised as "legal fees" totaling approximately \$123,622.50. ALO performed no legal or lobbying work of any kind for HAMPTON. Regarding this first payment, AHMAD advised

defendant ALO and HAMPTON that the scheme would work in the following way. ALO would bill HAMPTON for fictitious legal/lobbying fees, HAMPTON would submit payment to ALO, and ALO would, in turn, provide cash payments to AHMAD.

25. When HAMPTON inquired of AHMAD how he would receive the payments from ALO, AHMAD explained that ALO would give AHMAD cash, and it would be stored in AHMAD's safe in his home. ALO obtained the cash from his clients at his law practice, and AHMAD would credit the cash payments against his share of the kickback from HAMPTON.

26. On or about December 17, 2009, defendant ALO transmitted to HAMPTON via email a fictitious invoice for \$123,622.50 for "Consultation and representation on all legal matters" from "1/6/2009 - 12/17/2009." The invoice from ALO covered the time period of January through December 2009 despite the fact that ALO and HAMPTON only met in October of 2009.

27. On or about December 17, 2009, defendant ALO transmitted to HAMPTON via email instructions and bank account information for HAMPTON to make a wire transfer to the bank account of ALO's Law Firm, in the amount of \$123,622.50.

28. On or about December 18, 2009, defendant ALO transmitted via email additional instructions and a different account number for HAMPTON to make the wire transfer in the amount of \$123,622.50 to ALO's personal account instead of ALO's Law Firm bank account.

29. On or about December 18, 2009, as directed by AHMAD and defendant ALO, HAMPTON made a wire transfer from HAMPTON's business account at RBS Citizen's Bank, in the amount of \$123,622.50 to ALO's personal account at JP Morgan Chase.

30. On or about December 24, 2009, AHMAD drafted a confidential TOS

memorandum to the Ohio Treasurer which, among other things, identified HAMPTON and HCM as among the group of TOS's seven "core" trading partners.

31. On or about February 9, 2010, HAMPTON conducted a single trade on behalf of the TOS from which HAMPTON received a total commission in the amount of \$74,769.

32. On or about the dates listed below, AHMAD and HAMPTON executed additional trades on behalf of the TOS.

Overt Act	Date	Broker	Par Amount	TOS Trader
o.	3/25/2010	HAMPTON	50,000,000.00	AHMAD
p.	3/25/2010	HAMPTON	50,000,000.00	AHMAD
q.	3/29/2010	HAMPTON	50,000,000.00	AHMAD
r.	3/31/2010	HAMPTON	50,000,000.00	AHMAD
s.	3/31/2010	HAMPTON	50,000,000.00	AHMAD

33. On or about March 27, 2010, AHMAD added his name and signature authority to a bank account belonging to Company B as Company B's "Vice President."

34. On or about March 30, 2010, HAMPTON wire transferred \$100,000 from HAMPTON's personal account at RBS Citizen's Bank to Company B's business checking account at JP Morgan Chase.

35. On or about March 30, 2010, AHMAD and CHIAVAROLI used some of the \$100,000 wire transfer from HAMPTON to pay \$22,000 to AHMAD's personal credit card.

36. On or about April 16, 2010, CHIAVAROLI obtained a cashier's check for \$25,000 made payable to defendant AHMAD from Company B's funds.

37. On or about April 19, 2010, CHIAVAROLI obtained a cashier's check for \$9,500

made payable to AHMAD from Company B's funds.

38. On or about April 20, 2010, AHMAD deposited the two cashier's checks totaling \$34,500 to AHMAD's personal account.

39. During the scheme, AHMAD became concerned about the appearance of the volume of his trading activity with HAMPTON. On or about April 30, 2010, AHMAD instructed his subordinates at the TOS's Investment Department not to memorialize AHMAD's name on any of TOS's internal paperwork associated with trades purportedly conducted by HAMPTON at AHMAD's direction.

40. AHMAD attempted to conceal and did conceal the criminal scheme by, among other things, withholding material facts from his 2009 Ohio Ethics Commission Financial Disclosure Statement filed in April of 2010 thereby concealing his association with Company B.

41. On the below dates, AHMAD and HAMPTON executed trades on behalf of the TOS where AHMAD directed his subordinates to record the name of another trader from TOS in place of AHMAD's name on the TOS paperwork for the trades.

Overt Act	Date	Broker	Par Amount	Substitute TOS Trader
aa.	5/6/2010	HAMPTON	50,000,000.00	Trader A
bb.	5/6/2010	HAMPTON	50,000,000.00	Trader A
cc.	8/30/2010	HAMPTON	50,000,000.00	Trader B
dd.	8/30/2010	HAMPTON	50,000,000.00	Trader B
ee.	8/31/2010	HAMPTON	50,000,000.00	Traders A/B

42. On or about August 28, 2010, HAMPTON issued a \$300,000 check to Company B from HAMPTON's personal checking account at Charter One Bank.

43. On or about August 30, 2010, AHMAD endorsed and deposited defendant HAMPTON's \$300,000 check into Company B's JP Morgan Chase savings account.

44. On or about August 31, 2010, AHMAD used money from the \$300,000 deposit to transfer \$10,000 from Company B's savings account to AHMAD's personal account at JP Morgan Chase.

45. On or about August 31, 2010, CHIAVAROLI used money from the \$300,000 deposit to write a \$30,000 check to AHMAD drawn on Company B's business checking account.

46. On or about August 31, 2010, AHMAD and CHIAVAROLI used money from the \$300,000 deposit to make a \$20,350.54 payment on AHMAD's personal credit card.

47. AHMAD and CHIAVAROLI attempted to conceal and did conceal their crimes by, among other things, deliberately not disclosing to Company B's employees and other investors HAMPTON's role in infusing money into Company B's bank accounts.

48. On or about September 27, 2010, to disguise the \$300,000 payment to GGL as a "loan," HAMPTON sent a promissory note for \$300,000 to AHMAD for CHIAVAROLI's signature. CHIAVAROLI never signed the promissory note.

49. On or about the date listed below, in the Southern District of Ohio and elsewhere, defendant ALO, for the purpose of executing the above-described scheme and artifice to defraud and deprive, transmitted and caused to be transmitted by means of wire communications in interstate commerce, the following writing, signal, and sound:

Date	Interstate Wire Communication
December 18, 2010	\$123,622.50 wire transfer from HAMPTON using HCM's business account (Account No. ****) at RBS Citizen's Bank, headquartered in Providence, RI, to defendant ALO's personal account at JP Morgan Chase, Account No. ****

50. Defendant ALO engaged in the conduct described above knowingly, corruptly, and willfully and not because of accident, mistake, or other innocent reason.

51. This statement of facts includes those facts necessary to support the plea of guilty between defendant ALO and the government. It does not include each and every fact known to the defendant or the government, and it is not intended to be a full enumeration of all the facts surrounding the defendant's case.

After consulting with my attorneys and pursuant to the plea agreement entered into this day between the defendant, MOHAMMED NOURE ALO, and the United States, I hereby stipulate that the above Statement of Facts is true and accurate, and that had the matter proceeded to trial, the United States would have proved the same beyond a reasonable doubt.

Date: _____

COPY
MOHAMMED NOURE ALO
Defendant

I am counsel for the defendant in this case. I have carefully reviewed the above Statement of Facts with him. To my knowledge, his decision to stipulate to these facts is an informed and voluntary one.

Date: _____

COPY
DAVID C. WINTERS
Attorney for Mohammed Noure Alo