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CLERK U.S. DISTRICT COURT  
CENTRAL DIST. OF CALIF.  
LOS ANGELES

BY \_\_\_\_\_

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UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,  
13 Plaintiff,  
14 v.  
15 JOHN NAKKASHIAN,  
16 Defendant.

No. CR 08-605(A)-SVW  
PLEA AGREEMENT FOR DEFENDANT  
JOHN NAKKASHIAN

17  
18 1. This constitutes the plea agreement between JOHN NAKKASHIAN  
19 ("defendant") and the United States Attorney's Office for the Central  
20 District of California (the "USAO") in the above-captioned case.  
21 This agreement is limited to the USAO and cannot bind any other  
22 federal, state, local, or foreign prosecuting, enforcement,  
23 administrative, or regulatory authorities.

DEFENDANT'S OBLIGATIONS

24  
25 2. Defendant agrees to:  
26 a. Give up the right to indictment by a grand jury and,  
27 at the earliest opportunity requested by the USAO and provided by the  
28 Court, appear and plead guilty to a single-count information in the

1 form attached to this agreement as Exhibit A or a substantially  
2 similar form, which charges defendant with causing a false statement  
3 to be made in violation of 18 U.S.C. § 1001, and 18 U.S.C. § 2(b).

4 b. Not contest facts agreed to in this agreement.

5 c. Abide by all agreements regarding sentencing contained  
6 in this agreement.

7 d. Appear for all court appearances, surrender as ordered  
8 for service of sentence, obey all conditions of any bond, and obey  
9 any other ongoing court order in this matter.

10 e. Not commit any crime; however, offenses that would be  
11 excluded for sentencing purposes under United States Sentencing  
12 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not  
13 within the scope of this agreement.

14 f. Be truthful at all times with Pretrial Services, the  
15 United States Probation Office, and the Court.

16 g. Pay the applicable special assessment at or before the  
17 time of sentencing unless defendant lacks the ability to pay and  
18 prior to sentencing submits a completed financial statement on a form  
19 to be provided by the USAO.

20 THE USAO'S OBLIGATIONS

21 3. The USAO agrees to:

22 a. Not contest facts agreed to in this agreement.

23 b. Abide by all agreements regarding sentencing contained  
24 in this agreement.

25 c. At the time of sentencing, move to dismiss the  
26 underlying indictment as against defendant. Defendant agrees,  
27 however, that at the time of sentencing the Court may consider any  
28 dismissed charges in determining the applicable Sentencing Guidelines

1 range, the propriety and extent of any departure from that range, and  
2 the sentence to be imposed.

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

9 NATURE OF THE OFFENSE

10 4. Defendant understands that in order for defendant to be  
11 guilty of making a false statement, in violation of 18 U.S.C. § 1001,  
12 the following must be true: (1) defendant falsified, concealed, or  
13 covered up by any trick, scheme, or device a material fact, made a  
14 false statement, and used a writing which contained a false  
15 statement, in a matter within the jurisdiction of the United States  
16 Department of Commerce and the United States Department of Homeland  
17 Security; (2) defendant acted willfully, that is, deliberately and  
18 with knowledge that the statement was untrue, and that it was illegal  
19 to knowingly make a false statement to the United States government;  
20 and (3) the statement was material to the activities or decisions of  
21 the United States Department of Commerce and the United States  
22 Department of Homeland Security; that is, it had a natural tendency  
23 to influence, or was capable of influencing, either agency's  
24 decisions or activities.

25 5. Defendant understands that in order for defendant to be  
26 guilty of causing an act to be done, in violation of 18 U.S.C.  
27 § 2(b), the following must be true: (1) that acts constituting the  
28 offense charged were committed by the agent; (2) that defendant had

1 the mental state required for the offense that he caused the agent to  
2 commit; and (3) that defendant willfully caused the agent to commit  
3 the acts constituting the offense.

4 PENALTIES

5 6. Defendant understands that the statutory maximum sentence  
6 that the Court can impose for a violation of Title 18, United States  
7 Code, Section 1001, and a violation of Title 18, United States Code,  
8 Section 2(b), is: five years' imprisonment; a 3-year period of  
9 supervised release; a fine of \$250,000 or twice the gross gain or  
10 gross loss resulting from the offense, whichever is greatest; and a  
11 mandatory special assessment of \$100.

12 7. Defendant understands, therefore, that the total maximum  
13 sentence for all offenses to which defendant is pleading guilty is:  
14 five years' imprisonment; a 3-year period of supervised release; a  
15 fine of \$250,000 or twice the gross gain or gross loss resulting from  
16 the offenses, whichever is greatest; and a mandatory special  
17 assessment of \$100.

18 8. Defendant understands that supervised release is a period  
19 of time following imprisonment during which defendant will be subject  
20 to various restrictions and requirements. Defendant understands that  
21 if defendant violates one or more of the conditions of any supervised  
22 release imposed, defendant may be returned to prison for all or part  
23 of the term of supervised release authorized by statute for the  
24 offense that resulted in the term of supervised release, which could  
25 result in defendant serving a total term of imprisonment greater than  
26 the statutory maximum stated above.

27 9. Defendant understands that, by pleading guilty, defendant  
28 may be giving up valuable government benefits and valuable civic

1 rights, such as the right to vote, the right to possess a firearm,  
2 the right to hold office, and the right to serve on a jury.

3 Defendant understands that once the court accepts defendant's guilty  
4 plea, it will be a federal felony for defendant to possess a firearm  
5 or ammunition. Defendant understands that the conviction in this  
6 case may also subject defendant to various other collateral  
7 consequences, including but not limited to revocation of probation,  
8 parole, or supervised release in another case and suspension or  
9 revocation of a professional license. Defendant further understands  
10 that the conviction in this case may result in his ineligibility to  
11 obtain any import or export license from the United States  
12 Departments of State, Treasury and Commerce, or to participate in any  
13 manner whatsoever in any import or export license issued by the  
14 United States Departments of State, Treasury, and Commerce.  
15 Defendant understands that unanticipated collateral consequences will  
16 not serve as grounds to withdraw defendant's guilty plea.

17 10. Defendant understands that, if defendant is not a United  
18 States citizen, the felony conviction in this case may subject  
19 defendant to: removal, also known as deportation, which may, under  
20 some circumstances, be mandatory; denial of citizenship; and denial  
21 of admission to the United States in the future. The court cannot,  
22 and defendant's attorney also may not be able to, advise defendant  
23 fully regarding the immigration consequences of the felony conviction  
24 in this case. Defendant understands that unexpected immigration  
25 consequences will not serve as grounds to withdraw defendant's guilty  
26 plea.

FACTUAL BASIS

1  
2 11. Defendant admits that defendant is, in fact, guilty of the  
3 offense to which defendant is agreeing to plead guilty. Defendant  
4 and the USAO agree to the statement of facts provided below and agree  
5 that this statement of facts is sufficient to support a plea of  
6 guilty to the charge described in this agreement and to establish the  
7 Sentencing Guidelines factors set forth in paragraph 13 below but is  
8 not meant to be a complete recitation of all facts relevant to the  
9 underlying criminal conduct or all facts known to either party that  
10 relate to that conduct.

11 Defendant Air Shunt Instruments, Inc. ("Air Shunt"), was located  
12 at 9101 Winnetka Avenue, Chatsworth, California. Defendant, an Air  
13 Shunt vice-president, was responsible for international export sales  
14 and for obtaining all required licenses for any such export sales.  
15 At all relevant times, defendant was acting within the scope of his  
16 authority when engaging in the conduct set forth below.

17 Air Shunt was in the business of selling genuine replacement  
18 parts to the aerospace industry. Many of the parts procured and sold  
19 by Air Shunt were military parts, and some of those parts were  
20 covered by the United States Munitions List ("USML"). For those  
21 parts covered by the USML, Air Shunt was required to obtain an export  
22 license from the United States Department of State before any such  
23 USML part could be exported from the United States. Defendant knew  
24 that it was illegal to export defense articles covered by the USML  
25 from the United States without first obtaining an export license from  
26 the Department of State.

27 On or about September 3, 2003, a request for quote ("RFQ") was  
28 faxed to defendant from Bangkok, Thailand, from a company purporting

1 to be operating under the name "Southeast Asia Aeronautics and  
2 Engineering" ("SAAE"), with an address of 88/175 Soi Nawin, Cheung  
3 Pleng Road, Yannawa, Bangkok, Thailand. The RFQ requested  
4 information regarding the cost of purchasing parts for military  
5 aircraft, namely a gyroscope, part number 8KD9AF6 (the "gyroscope").  
6 The gyroscope was a defense article covered by the USML.

7 On or about September 5, 2003, a quote from Air Shunt was faxed  
8 to SAAE in Thailand indicating that the purchase price for the  
9 gyroscope was \$15,000. The form on which the quote was written  
10 displayed Air Shunt's company logo, address, telephone and facsimile  
11 numbers, and also included a legend that incorrectly stated that it  
12 was the responsibility of the purchaser, namely SAAE, to obtain any  
13 necessary export license.

14 On or about October 1, 2003, a price negotiation letter was  
15 faxed from SAAE to Air Shunt which requested a reduction in the  
16 purchase price for the gyroscope. On or about October 2, 2003, a new  
17 price quote was faxed to SAAE, in which the price for the purchase of  
18 the gyroscope was reduced to \$14,850. The new price quote displayed  
19 Air Shunt's company logo, address, telephone and facsimile numbers,  
20 and contained the same incorrect language indicating that it was the  
21 responsibility of the purchaser to obtain an export license.

22 On or about November 12, 2003, a purchase order was faxed from  
23 SAAE to Air Shunt for the purchase of one gyroscope, part number  
24 8KD9AF6. In the purchase order, Air Shunt was instructed to ship the  
25 parts to Thailand using a freight forwarder located in San Diego,  
26 California.

27 On or about November 14, 2003, a pro forma invoice was faxed  
28 from Air Shunt to SAAE in Thailand, which set forth the cost of

1 purchasing and shipping the gyroscope and payment instructions,  
2 including Air Shunt's bank account number and wire transfer  
3 instructions.

4 On or about December 3, 2003, a package containing a gyroscope,  
5 part number 8KD9AF6, was received from Air Shunt by the freight  
6 forwarder in San Diego, California, for shipment to Thailand. Among  
7 the documents located in the packaging for the gyroscope was a  
8 packing slip which indicated that the gyroscope was to be shipped to  
9 SAAE, with an address of "88/175 Soi Nawin, Cheung Pleng Road,  
10 Yannawa, Bangkok 10120 Thailand."

11 In addition, along with the package, Air Shunt was required to  
12 provide a properly and accurately filled-out Shipper's Export  
13 Declaration (Department of Commerce Form Number 7525-V (the "SED")).  
14 The SED is a document filled-out by the exporter when the value of  
15 the commodity being shipped exceeds \$2,500 or when an export license  
16 is required for a shipment from the United States to another country.  
17 The package shipped by Air Shunt on or about November 26, 2003, which  
18 contained the gyroscope, included an SED. A clerical employee of Air  
19 Shunt filled-out Box 27 of the SED, which asks about licenses, with  
20 the letters "NLR." "NLR," as used by Air Shunt employees and others  
21 in the industry meant "No License Required," meaning that no license  
22 was required by for the export of the item covered by the SED.

23 In fact, a license was required prior to the export of the  
24 gyroscope. The clerical employee of defendant who typed "NLR" worked  
25 under the supervision of defendant, who had previously trained and  
26 instructed the Air Shunt employees responsible for filling out SEDs  
27 to insert the letters "NLR." Notwithstanding that defendant was the  
28 vice president of Air Shunt responsible for international exports by



1 Air Shunt, and knew that Air Shunt was required to obtain export  
2 licenses for USML items, and also knew that Air Shunt was routinely  
3 exporting items included on the USML, defendant created no procedures  
4 to ensure that Air Shunt applied for export licenses when required to  
5 do so.

6 The fact that a license was required was a material fact.  
7 Defendant caused employees of Air Shunt to conceal a material fact  
8 and make a false statement in a document in a matter within the  
9 jurisdiction of the United States Department of Commerce and the  
10 United States Department of Homeland Security. Defendant acted  
11 willfully, that is deliberately, intentionally, and knowingly to  
12 conceal a material fact, namely the fact that a license was required;  
13 and the statement was material to the United States Department of  
14 Commerce and the United States Department of Homeland Security's  
15 activities or decisions.

16 SENTENCING FACTORS

17 12. Defendant understands that in determining defendant's  
18 sentence the Court is required to calculate the applicable Sentencing  
19 Guidelines range and to consider that range, possible departures  
20 under the Sentencing Guidelines, and the other sentencing factors set  
21 forth in 18 U.S.C. § 3553(a). Defendant understands that the  
22 Sentencing Guidelines are advisory only, that defendant cannot have  
23 any expectation of receiving a sentence within the calculated  
24 Sentencing Guidelines range, and that after considering the  
25 Sentencing Guidelines and the other § 3553(a) factors, the Court will  
26 be free to exercise its discretion to impose any sentence it finds  
27 appropriate up to the maximum set by statute for the crime of  
28 conviction.

1 13. Defendant and the USAO agree to the following applicable  
2 Sentencing Guidelines factors:

|   |                             |
|---|-----------------------------|
| 3 Base Offense Level:   | 6 U.S.S.G. § 2B1.1(a)(2)    |
| 4 Specific Offense<br>5 Characteristics (value<br>6 greater than \$10,000): | 4 U.S.S.G. § 2B1.1(b)(1)(C) |
| 7 Acceptance of Responsibility:   | -2 U.S.S.G. § 3E1.1(a)]     |
| 8 Total Offense Level:  | 8                           |

9 The USAO will agree to a two-level downward adjustment for acceptance  
10 of responsibility (and, if applicable, move for an additional one-  
11 level downward adjustment under U.S.S.G. § 3E1.1(b)) only if the  
12 conditions set forth in paragraph 3) are met. Subject to paragraph  
13 26 below, defendant and the USAO agree not to seek, argue, or suggest  
14 in any way, either orally or in writing, that any other specific  
15 offense characteristics, adjustments, or departures relating to the  
16 offense level be imposed. Defendant agrees, however, that if, after  
17 signing this agreement but prior to sentencing, defendant were to  
18 commit an act, or the USAO were to discover a previously undiscovered  
19 act committed by defendant prior to signing this agreement, which  
20 act, in the judgment of the USAO, constituted obstruction of justice  
21 within the meaning of U.S.S.G. § 3C1.1, the USAO would be free to  
22 seek the enhancement set forth in that section.

23 14. Defendant understands that there is no agreement as to  
24 defendant's criminal history or criminal history category.

25 WAIVER OF CONSTITUTIONAL RIGHTS

26 15. Defendant understands that by pleading guilty, defendant  
27 gives up the following rights:

- 28 a. The right to persist in a plea of not guilty.
- b. The right to a speedy and public trial by jury.

1 c. The right to be represented by counsel - and if  
2 necessary have the court appoint counsel - at trial. Defendant  
3 understands, however, that, defendant retains the right to be  
4 represented by counsel - and if necessary have the court appoint  
5 counsel - at every other stage of the proceeding.

6 d. The right to be presumed innocent and to have the  
7 burden of proof placed on the government to prove defendant guilty  
8 beyond a reasonable doubt.

9 e. The right to confront and cross-examine witnesses  
10 against defendant.

11 f. The right to testify and to present evidence in  
12 opposition to the charges, including the right to compel the  
13 attendance of witnesses to testify.

14 g. The right not to be compelled to testify, and, if  
15 defendant chose not to testify or present evidence, to have that  
16 choice not be used against defendant.

17 h. Any and all rights to pursue any affirmative defenses,  
18 Fourth Amendment or Fifth Amendment claims, and other pretrial  
19 motions that have been filed or could be filed.

20 16. Having been fully advised by defendant's attorney regarding  
21 application of the statute of limitations to the offenses to which  
22 defendant is pleading guilty, defendant hereby knowingly,  
23 voluntarily, and intelligently waives, relinquishes, and gives up:

24 (a) any right that defendant might have not to be prosecuted for the  
25 offenses to which defendant is pleading guilty because of the  
26 expiration of the statute of limitations for those offenses prior to  
27 the filing of the information alleging those offenses; and (b) any  
28 defense, claim, or argument defendant could raise or assert that

1 prosecution of the offenses to which defendant is pleading guilty is  
2 barred by the expiration of the applicable statute of limitations,  
3 pre-indictment delay, or any speedy trial violation.

4 WAIVER OF APPEAL OF CONVICTION

5 17. Defendant understands that, with the exception of an appeal  
6 based on a claim that defendant's guilty plea was involuntary, by  
7 pleading guilty defendant is waiving and giving up any right to  
8 appeal defendant's conviction on the offense to which defendant is  
9 pleading guilty.

10 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

11 18. Defendant agrees that, provided the Court imposes a total  
12 term of imprisonment on all counts of conviction of no more than six  
13 months, defendant gives up the right to appeal all of the following:  
14 (a) the procedures and calculations used to determine and impose any  
15 portion of the sentence; (b) the term of imprisonment imposed by the  
16 Court; (c) the fine imposed by the court, provided it is within the  
17 statutory maximum; (d) the term of probation or supervised release  
18 imposed by the Court, provided it is within the statutory maximum;  
19 and (e) any of the following conditions of probation or supervised  
20 release imposed by the Court: the conditions set forth in General  
21 Orders 318, 01-05, and/or 05-02 of this Court; the drug testing  
22 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the  
23 alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

24 19. The USAO agrees that, provided (a) all portions of the  
25 sentence are at or below the statutory maximum specified above and  
26 (b) the Court imposes a term of probation of no less than three  
27 years, the USAO gives up its right to appeal any portion of the  
28 sentence.

1 RESULT OF WITHDRAWAL OF GUILTY PLEA

2 20. Defendant agrees that if, after entering a guilty plea  
3 pursuant to this agreement, defendant seeks to withdraw and succeeds  
4 in withdrawing defendant's guilty plea on any basis other than a  
5 claim and finding that entry into this plea agreement was  
6 involuntary, then (a) the USAO will be relieved of all of its  
7 obligations under this agreement; and (b) should the USAO choose to  
8 pursue any charge that was either dismissed or not filed as a result  
9 of this agreement, then (i) any applicable statute of limitations  
10 will be tolled between the date of defendant's signing of this  
11 agreement and the filing commencing any such action; and  
12 (ii) defendant waives and gives up all defenses based on the statute  
13 of limitations, any claim of pre-indictment delay, or any speedy  
14 trial claim with respect to any such action, except to the extent  
15 that such defenses existed as of the date of defendant's signing this  
16 agreement.

17 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

18 21. Defendant agrees that if the count of conviction is  
19 vacated, reversed, or set aside, both the USAO and defendant will be  
20 released from all their obligations under this agreement.

21 EFFECTIVE DATE OF AGREEMENT

22 22. This agreement is effective upon signature and execution of  
23 all required certifications by defendant, defendant's counsel, and an  
24 Assistant United States Attorney.

25 BREACH OF AGREEMENT

26 23. Defendant agrees that if defendant, at any time after the  
27 signature of this agreement and execution of all required  
28 certifications by defendant, defendant's counsel, and an Assistant

1 United States Attorney, knowingly violates or fails to perform any of  
2 defendant's obligations under this agreement ("a breach"), the USAO  
3 may declare this agreement breached. All of defendant's obligations  
4 are material, a single breach of this agreement is sufficient for the  
5 USAO to declare a breach, and defendant shall not be deemed to have  
6 cured a breach without the express agreement of the USAO in writing.  
7 If the USAO declares this agreement breached, and the Court finds  
8 such a breach to have occurred, then: (a) if defendant has previously  
9 entered a guilty plea pursuant to this agreement, defendant will not  
10 be able to withdraw the guilty plea, and (b) the USAO will be  
11 relieved of all its obligations under this agreement.

12 24. Following the Court's finding of a knowing breach of this  
13 agreement by defendant, should the USAO choose to pursue any charge  
14 that was either dismissed or not filed as a result of this agreement,  
15 then:

16 a. Defendant agrees that any applicable statute of  
17 limitations is tolled between the date of defendant's signing of this  
18 agreement and the filing commencing any such action.

19 b. Defendant waives and gives up all defenses based on  
20 the statute of limitations, any claim of pre-indictment delay, or any  
21 speedy trial claim with respect to any such action, except to the  
22 extent that such defenses existed as of the date of defendant's  
23 signing this agreement.

24 c. Defendant agrees that: (i) any statements made by  
25 defendant, under oath, at the guilty plea hearing (if such a hearing  
26 occurred prior to the breach); (ii) the agreed to factual basis  
27 statement in this agreement; and (iii) any evidence derived from such  
28 statements, shall be admissible against defendant in any such action

1 against defendant, and defendant waives and gives up any claim under  
2 the United States Constitution, any statute, Rule 410 of the Federal  
3 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal  
4 Procedure, or any other federal rule, that the statements or any  
5 evidence derived from the statements should be suppressed or are  
6 inadmissible.

7 COURT AND PROBATION OFFICE NOT PARTIES

8 25. Defendant understands that the Court and the United States  
9 Probation Office are not parties to this agreement and need not  
10 accept any of the USAO's sentencing recommendations or the parties'  
11 agreements to facts or sentencing factors.

12 26. Defendant understands that both defendant and the USAO are  
13 free to: (a) supplement the facts by supplying relevant information  
14 to the United States Probation Office and the Court, (b) correct any  
15 and all factual misstatements relating to the Court's Sentencing  
16 Guidelines calculations and determination of sentence, and (c) argue  
17 on appeal and collateral review that the Court's Sentencing  
18 Guidelines calculations and the sentence it chooses to impose are not  
19 error, although each party agrees to maintain its view that the  
20 calculations in paragraph 13 are consistent with the facts of this  
21 case. While this paragraph permits both the USAO and defendant to  
22 submit full and complete factual information to the United States  
23 Probation Office and the Court, even if that factual information may  
24 be viewed as inconsistent with the facts agreed to in this agreement,  
25 this paragraph does not affect defendant's and the USAO's obligations  
26 not to contest the facts agreed to in this agreement.

27 27. Defendant understands that even if the Court ignores any  
28 sentencing recommendation, finds facts or reaches conclusions

1 different from those agreed to, and/or imposes any sentence up to the  
2 maximum established by statute, defendant cannot, for that reason,  
3 withdraw defendant's guilty plea, and defendant will remain bound to  
4 fulfill all defendant's obligations under this agreement. Defendant  
5 understands that no one -- not the prosecutor, defendant's attorney,  
6 or the Court -- can make a binding prediction or promise regarding  
7 the sentence defendant will receive, except that it will be within  
8 the statutory maximum.

9 NO ADDITIONAL AGREEMENTS

10 28. Defendant understands that, except as set forth herein,  
11 there are no promises, understandings, or agreements between the USAO  
12 and defendant or defendant's attorney, and that no additional  
13 promise, understanding, or agreement may be entered into unless in a  
14 writing signed by all parties or on the record in court.

15 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

16 29. The parties agree that this agreement will be considered

17 ///

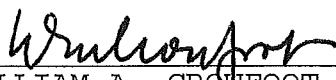


1 part of the record of defendant's guilty plea hearing as if the  
2 entire agreement had been read into the record of the proceeding.

3 AGREED AND ACCEPTED

4 UNITED STATES ATTORNEY'S OFFICE  
5 FOR THE CENTRAL DISTRICT OF  
6 CALIFORNIA

7 STEPHANIE YONEKURA  
Acting United States Attorney

8   
9 WILLIAM A. CROWFOOT  
Assistant United States Attorney

8/28/14  
Date

10 JOHN NAKKASHIAN  
11 Defendant

Date

12 ROBERT E. KALUNIAN  
13 Attorney for Defendant  
14 John Nakkashian

Date

15 CERTIFICATION OF DEFENDANT

16 I have read this agreement in its entirety. I have had enough  
17 time to review and consider this agreement, and I have carefully and  
18 thoroughly discussed every part of it with my attorney. I understand  
19 the terms of this agreement, and I voluntarily agree to those terms.  
20 I have discussed the evidence with my attorney, and my attorney has  
21 advised me of my rights, of possible pretrial motions that might be  
22 filed, of possible defenses that might be asserted either prior to or  
23 at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a),  
24 of relevant Sentencing Guidelines provisions, and of the consequences  
25 of entering into this agreement. No promises, inducements, or  
26 representations of any kind have been made to me other than those  
27 contained in this agreement. No one has threatened or forced me in  
28 any way to enter into this agreement. I am satisfied with the

1 part of the record of defendant's guilty plea hearing as if the  
2 entire agreement had been read into the record of the proceeding.

3 AGREED AND ACCEPTED

4 UNITED STATES ATTORNEY'S OFFICE  
5 FOR THE CENTRAL DISTRICT OF  
6 CALIFORNIA

7 ANDRÉ BIROTTE JR.  
8 United States Attorney

9 WILLIAM A. CROWFOOT  
10 Assistant United States Attorney

Date

08-27-2014

11 JOHN NAKKASHIAN  
12 Defendant

Date

8/27/14

13 ROBERT E. KALUNIAN  
14 Attorney for Defendant  
15 John Nakkashian

Date

16 CERTIFICATION OF DEFENDANT

17 I have read this agreement in its entirety. I have had enough  
18 time to review and consider this agreement, and I have carefully and  
19 thoroughly discussed every part of it with my attorney. I understand  
20 the terms of this agreement, and I voluntarily agree to those terms.  
21 I have discussed the evidence with my attorney, and my attorney has  
22 advised me of my rights, of possible pretrial motions that might be  
23 filed, of possible defenses that might be asserted either prior to or  
24 at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a),  
25 of relevant Sentencing Guidelines provisions, and of the consequences  
26 of entering into this agreement. No promises, inducements, or  
27 representations of any kind have been made to me other than those  
28 contained in this agreement. No one has threatened or forced me in  
any way to enter into this agreement. I am satisfied with the

1 representation of my attorney in this matter, and I am pleading  
2 guilty because I am guilty of the charges and wish to take advantage  
3 of the promises set forth in this agreement, and not for any other  
4 reason.



6 JOHN NAKKASHIAN  
7 Defendant

08-27-2014

Date

8 CERTIFICATION OF DEFENDANT'S ATTORNEY

9 I am John Nakkashian's attorney. I have carefully and  
10 thoroughly discussed every part of this agreement with my client.  
11 Further, I have fully advised my client of his rights, of possible  
12 pretrial motions that might be filed, of possible defenses that might  
13 be asserted either prior to or at trial, of the sentencing factors  
14 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines  
15 provisions, and of the consequences of entering into this agreement.  
16 To my knowledge: no promises, inducements, or representations of any  
17 kind have been made to my client other than those contained in this  
18 agreement; no one has threatened or forced my client in any way to  
19 enter into this agreement; my client's decision to enter into this  
20 agreement is an informed and voluntary one; and the factual basis set  
21 forth in this agreement is sufficient to support my client's entry of  
22 a guilty plea pursuant to this agreement.



24 ROBERT E. KALUNIAN  
25 Attorney for Defendant  
26 John Nakkashian

8/27/14

Date

# **EXHIBIT A**

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UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,  
  
Plaintiff,  
  
v.  
  
JOHN NAKKASHIAN,  
  
Defendant.

CR No. 08-605(A)-SVW

F I R S T  
S U P E R S E D I N G  
I N F O R M A T I O N

[18 U.S.C. § 1001: False  
Statement; 18 U.S.C. § 2(b):  
Causing an Act to be Done]

The United States Attorney charges:

[18 U.S.C. § 1001, § 2(b)]

On or about November 26, 2003, in Los Angeles County, within the Central District of California, and elsewhere, in a matter within the jurisdiction of the executive branch of the United States government, specifically, the jurisdiction of the United States Department of Commerce and the United States Department of Homeland Security, and other federal agencies, defendant JOHN NAKKASHIAN ("defendant NAKKASHIAN") knowingly and willfully falsified, concealed, and covered up by a trick, scheme, and device a material fact, and knowingly and willfully made material false, fictitious, and fraudulent statements and representations, and knowingly and intentionally made and used a false writing and document, knowing it

1 to contain materially false, fictitious, and fraudulent statements  
2 and entries, and knowing it was unlawful to do so.

3 Specifically, on or about November 26, 2003, defendant  
4 NAKKASHIAN caused AIR SHUNT INSTRUMENTS, INC., and its agent, to  
5 represent to the United States Department of Commerce and the United  
6 States Department of Homeland Security, and other federal agencies,  
7 in a Shipper's Export Declaration Form Number 7525-V for  
8 international packages, that no license was required for the export  
9 of an Ametek gyroscope, part number 8KD9AF6, a defense article, from  
10 the United States of America to Bangkok, Thailand, when in fact  
11 defendant NAKKASHIAN knew that statement was false.

12 STEPHANIE YONEKURA  
13 Acting United States Attorney

14  
15 ROBERT E. DUGDALE  
16 Assistant United States Attorney  
Chief, Criminal Division

17 PATRICK R. FITZGERALD  
18 Assistant United States Attorney  
Chief, National Security Section

19 WILLIAM A. CROWFOOT  
20 Assistant United States Attorney  
National Security Section

CERTIFICATE OF SERVICE

I, CAREY P. CRONIN, declare:

That I am a citizen of the United States and a resident of or employed in Los Angeles County, California; that my business address is the Office of United States Attorney, 312 North Spring Street, Los Angeles, California 90012; that I am over the age of 18; and that I am not a party to the above-titled action;

That I am employed by the United States Attorney for the Central District of California, who is a member of the Bar of the United States District Court for the Central District of California, at whose direction I served a copy of:

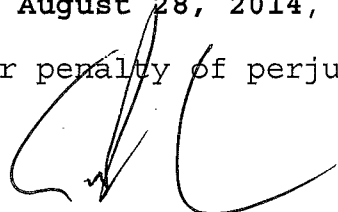
PLEA AGREEMENT FOR DEFENDANT JOHN NAKKASHIAN

- Placed in a closed envelope for collection and inter-office delivery, addressed as follows:
- Placed in a sealed envelope for collection and mailing via United States mail, addressed as follows: Robert Kalunian  
644 S. Figueroa St.  
Los Angeles, CA 90017

- By hand delivery, addressed as follows:
- By facsimile, as follows:

- By messenger, as follows:
- By Federal Express, as follows:

This Certificate is executed on August 28, 2014, at Los Angeles, California. I certify under penalty of perjury that the foregoing is true and correct.



CAREY P. CRONIN  
Legal Assistant