

CLERK US DISTRICT COURT  
NORTHERN DIST. OF TX  
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ORIGINAL

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

UNITED STATES OF AMERICA

v.

No. 3:13-CR-082-D

TOURAJ GHAVIDEL (2)

a/k/a "Brent Dell"

**PLEA AGREEMENT**

Touraj Ghavidel, the defendant, Michael P. Gibson, the defendant's attorney, and the United States of America (the government), agree as follows:

1. **Rights of the defendant:** Ghavidel understands that he has the rights
  - a. to grand jury indictment;
  - b. to plead not guilty;
  - c. to have a trial by jury;
  - d. to have his guilt proven beyond a reasonable doubt;
  - e. to confront and cross-examine witnesses and to call witnesses in his defense; and
  - f. against compelled self-incrimination.

2. **Waiver of rights and plea of guilty:** Ghavidel waives these rights and pleads guilty to the offense alleged in Count Two of the Superseding Information, charging a violation of 18 U.S.C. § 1001, that is, False Statement to a Federal Agency.

Ghavidel understands the nature and elements of the crimes to which he is pleading guilty, and agrees that the factual resume he has signed is true and will be submitted as evidence.

3. **Sentence:** The maximum penalties the Court can impose include:
- a. imprisonment for a period not to exceed 5 years;
  - b. a fine not to exceed \$250,000, or twice any pecuniary gain to the defendant or loss to the victim(s);
  - c. a term of supervised release of not more than 3 years, which will follow any term of imprisonment. If Ghavidel violates the conditions of supervised release, he could be imprisoned for the entire term of supervised release;
  - d. a mandatory special assessment of \$100.00;
  - e. restitution to victims or to the community, which Ghavidel agrees may include restitution arising from all relevant conduct, not limited to that arising from the offense of conviction alone;
  - f. costs of incarceration and supervision; and
  - g. forfeiture of property.

4. **Court's sentencing discretion and role of the Guidelines:** Ghavidel understands that the sentence in this case will be imposed by the Court after consideration of the United States Sentencing Guidelines. The guidelines are not binding on the Court, but are advisory only. Ghavidel has reviewed the guidelines with his attorney, but understands no one can predict with certainty the outcome of the Court's consideration of the guidelines in this case. Ghavidel will not be allowed to withdraw his plea if his sentence is higher than expected. Ghavidel fully understands that the

actual sentence imposed (so long as it is within the statutory maximum) is solely in the discretion of the Court.

5. **Sentencing agreement:** Notwithstanding the statutory maximum penalties set forth in Paragraph 3 of this agreement, **pursuant to Rule 11(c)(1)(C), FED. R. CRIM. P., the parties agree that a term of probation of one not less than one year nor more than five years, the exact term of which and related conditions are left to the discretion of the Court, and the payment by Ghavidel of a fine of \$75,000.00, which is to be paid at sentencing, is sufficient punishment for this offense and that such is the appropriate disposition of this case. The parties further agree that being that there are no identifiable victims of this offense, no restitution is to be paid by Ghavidel. If the Court accepts this plea agreement, this sentencing limitation is binding on the Court.**

6. **Rejection of agreement:** Pursuant to Rule 11(c)(5), FED. R. CRIM. P., if the Court rejects this plea agreement, the Court shall afford Ghavidel the opportunity to withdraw his plea, and advise Ghavidel that, if he persists in his guilty plea, the Court is not bound by the plea agreement and the disposition of the case may be less favorable than that contemplated by the plea agreement.

7. **Mandatory special assessment:** Prior to sentencing, Ghavidel agrees to pay to the U.S. District Clerk the amount of \$100.00, in satisfaction of the mandatory special assessment in this case.

8. **Defendant's agreement:** Ghavidel shall give complete and truthful information and/or testimony concerning his participation in the offense of conviction.

Upon demand, Ghavidel shall submit a personal financial statement under oath and submit to interviews by the government and the U.S. Probation Office regarding his capacity to satisfy any fines or restitution. Ghavidel expressly authorizes the United States Attorney's Office to immediately obtain a credit report on him in order to evaluate his ability to satisfy any financial obligation imposed by the Court. Ghavidel fully understands that any financial obligation imposed by the Court, including a restitution order and/or the implementation of a fine, is due and payable immediately. In the event the Court imposes a schedule for payment of restitution, Ghavidel agrees that such a schedule represents a minimum payment obligation and does not preclude the U.S. Attorney's Office from pursuing any other means by which to satisfy Ghavidel's full and immediately enforceable financial obligation. Ghavidel understands that he has a continuing obligation to pay in full as soon as possible any financial obligation imposed by the Court.

9. **Forfeiture of property:** Ghavidel, individually and as a corporate officer of Signal Microsystems, Inc. d/b/a "Techonweb.com," agrees not to contest, challenge, or appeal in any way the administrative or judicial (civil or criminal) forfeiture to the United States of any property noted as subject to forfeiture in the Indictment and in any bills of particulars, or seized or restrained by law enforcement agents/officers during the investigation(s) related to this criminal cause, including, but not limited to, the following:

1. Sixteen (16) Sony Vaio Laptops, Model VPCS 135FX/S; ninety-six (96) Sony Vaio Laptops, Model VPCEA4DGX/BJ; forty-nine (49) Sony Vaio Laptops, Model VPCF13UFX/B; sixty-five (65) Sony Vaio Laptops, Model VPCEA4CGX/BJ; Twenty-five (25) Sony Vaio Laptops, Model VPCF215FX/BI;

and thirty-five (35) Sony Vaio Laptops, Model VPCF13UFX/B, seized by the Department of Homeland Security on April 19, 2011 and May 10, 2011.

2. Thirteen (13) Sony Notebooks, Model VPCEH24FX/B; fifteen (15) Sony Notebooks, Model VPCEG23FX/B; seven (7) Sony Notebooks, Model VPCSA3AFX/B1; eight (8) Sony Notebooks, Model VPCEG23GX/B1; twelve (12) Sony Notebooks, Model VPCEH27FX/B; five (5) Sony Notebooks, Model VPCSE13FC/B; twelve (12) Model VPCF23YFX/B; seven (7) Sony Notebooks, Model VPCF232232FX/B; one (1) Sony Notebook, Model VPCSA3AFX/B; one (1) Sony Notebook, Model VPCFH24FX/B; and five (5) SS T-shirts seized by the Department of Homeland Security on January 24, 2012.

Ghavidel, individually and as a corporate officer of Signal Microsystems, Inc. d/b/a "Techonweb.com," withdraws all claims and petitions he has sent or made to the Department of Homeland Security concerning the seizure and intended administrative forfeiture of the property, including those made in June 2011 and March 2012, and consents to entry of any and all orders or declarations of forfeiture regarding the property and waives any requirements (including notice of forfeiture) set out in 19 U.S.C. §§ 1607-1609; 18 U.S.C. §§ 981, 983, and 985; the Code of Federal Regulations; and Rules 11, 32.2 and 43 of the Federal Rules of Criminal Procedure. Ghavidel, individually and as a corporate officer of Signal Microsystems, Inc. d/b/a "Techonweb.com," agrees to provide truthful information and evidence if necessary for the government to forfeit such property and to complete any documents requested by the government that are necessary to seize and forfeit the property. Ghavidel, individually and as a corporate officer of Signal Microsystems, Inc. d/b/a "Techonweb.com," agrees to hold the government, its officers, agents, and employees harmless from any claims whatsoever in connection with the seizure, forfeiture, storage or disposal of such property.

10. **Government's agreement:** The government will not bring any additional charges against Ghavidel based upon the conduct underlying and related to his plea of guilty. The government will file a Supplement in this case, as is routinely done in every case, even though there may or may not be any additional terms. The government will dismiss, after sentencing, any remaining charges in the original Indictment. This agreement is limited to the United States Attorney's Office for the Northern District of Texas, and does not bind any other federal, state, or local prosecuting authorities, nor does it prohibit any civil or administrative proceeding against Ghavidel or any property. In addition, this agreement does not prohibit the government from pursuing any criminal charges unrelated to the charges set out in the original Indictment and the Superseding Information.

11. **Violation of agreement:** Ghavidel understands that if he violates any provision of this agreement, or if his guilty plea is vacated or withdrawn, the government will be free from any obligations of the agreement and free to prosecute Ghavidel for all offenses of which it has knowledge. In such event, Ghavidel waives any objections based upon delay in prosecution. If the plea is vacated or withdrawn for any reason other than a finding that it was involuntary, Ghavidel also waives objection to the use against him of any information or statements he has provided to the government, and any resulting leads.

12. **Voluntary plea:** This plea of guilty is freely and voluntarily made and is not the result of force or threats, or of promises apart from those set forth in this plea

agreement. There have been no guarantees or promises from anyone as to what sentence the Court will impose.

13. **Waiver of right to appeal or otherwise challenge sentence:** Ghavidel waives his rights, conferred by 28 U.S.C. § 1291 and 18 U.S.C. § 3742, to appeal from his conviction and sentence. He further waives his right to contest his conviction and sentence in any collateral proceeding, including proceedings under 28 U.S.C. § 2241 and 28 U.S.C. § 2255. He further waives his right to seek any future reduction in his sentence (e.g., based on a change in sentencing guidelines or statutory law). Ghavidel, however, reserves the rights (a) to bring a direct appeal of a sentence exceeding the statutory maximum punishment that is applicable at the time of his initial sentencing, (b) to challenge the voluntariness of his plea of guilty or this waiver, and (c) to bring a claim of ineffective assistance of counsel.


14. **Representation of counsel:** Ghavidel has thoroughly reviewed all legal and factual aspects of this case with his lawyer and is fully satisfied with that lawyer's legal representation. Ghavidel has received from his lawyer explanations satisfactory to him concerning each paragraph of this plea agreement, each of his rights affected by this agreement, and the alternatives available to him other than entering into this agreement. Because he concedes that he is guilty, and after conferring with his lawyer, Ghavidel has concluded that it is in his best interest to enter into this plea agreement and all its terms, rather than to proceed to trial in this case.


15. **Entirety of agreement:** This document is a complete statement of the parties' agreement and may not be modified unless the modification is in writing and

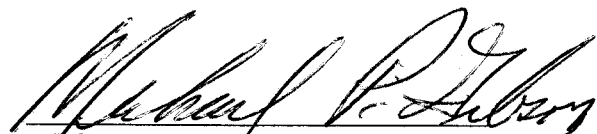
signed by all parties.

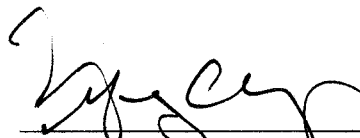
AGREED TO AND SIGNED this 25<sup>TH</sup> <sup>September</sup> day of ~~August~~, 2014.

SARAH R. SALDAÑA  
UNITED STATES ATTORNEY

  
\_\_\_\_\_  
TOURAJ GHAVIDEL  
Defendant

  
\_\_\_\_\_  
J. MARK PENLEY  
Assistant United States Attorney  
Texas State Bar No. 15750700  
1100 Commerce Street, Third Floor  
Dallas, Texas 75242-1699  
Telephone: 214.659.8600  
Facsimile: 214.659.8805  
Email: [mark.penley@usdoj.gov](mailto:mark.penley@usdoj.gov)

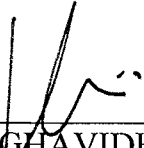
  
\_\_\_\_\_  
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Attorney for Defendant

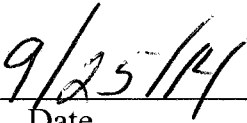
  
\_\_\_\_\_  
GARY C. TROMBLAY  
Deputy Criminal Chief

  
\_\_\_\_\_  
CHAD E. MEACHAM  
Criminal Chief

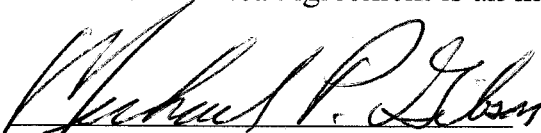


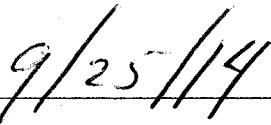
I have read (or had read to me) this Plea Agreement and have carefully reviewed every part of it with my attorney. I fully understand it and voluntarily agree to it.

  
\_\_\_\_\_  
TOURAJ GHAVIDEL  
Defendant

  
\_\_\_\_\_  
Date

I am the defendant's counsel. I have carefully reviewed every part of this Plea Agreement with the defendant. To my knowledge and belief, my client's decision to enter into this Plea Agreement is an informed and voluntary one.

  
\_\_\_\_\_  
MICHAEL P. GIBSON  
Attorney for Defendant

  
\_\_\_\_\_  
Date