

FILED

OCT 22 2019
Clerk, U. S. District Court
Eastern District of Tennessee
At Chattanooga

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TENNESSEE
AT CHATTANOOGA**

UNITED STATES OF AMERICA)
)
v.)
)
KARIM SADRUDDIN)
and)
RAHIM SADRUDDIN)

1:19-cr-146
Judge Mattie Steeger

INFORMATION

COUNTS ONE THROUGH TWO
WIRE FRAUD
(18 U.S.C. § 1343)

THE UNITED STATES ATTORNEY CHARGES THAT:

AT ALL TIMES MATERIAL HEREIN:

The defendants, KARIM SADRUDDIN and RAHIM SADRUDDIN, controlled and operated various business entities, including Master Group USA LLC (MGUSA), Textile Corporation of America LLC (TCA), and Textile Mill Direct Inc. (TMD). Business bank accounts for these entities, as well as some of the personal accounts for the defendants and their wives, were maintained at Regions Bank. Defendant KARIM SADRUDDIN and his wife also controlled a business entity called Service At Convenience LLC (SAC) and maintained a business account for SAC at Wells Fargo Bank. Defendant KARIM SADRUDDIN and his wife also maintained personal accounts at Fifth Third Bank. Defendant RAHIM SADRUDDIN's wife maintained personal accounts at SunTrust Bank.

Bledsoe County is an economically distressed county with the second highest jobless rate of all 95 counties in the state of Tennessee.

The State of Tennessee's Department of Economic and Community Development (ECD) is an entity that seeks to attract corporate investment into the state and works with companies to facilitate economic growth and create new jobs.

The Bledsoe County Industrial Development Board (IDB) is a Non-profit Corporation established for the purpose of expanding job opportunities and attracting new industries and investments throughout the county.

The Southeast Tennessee Development District (SETD) is an entity that provides staffing resources to local governments and delivers programs and services for community and economic development to southeast Tennessee by utilizing local, state, federal, and private funds.

The Federal Emergency Management Agency (FEMA) is an entity of the United States government as part of the Department of Homeland Security and was established to coordinate disaster responses in the United States that have overwhelmed the resources of state and local governments.

The Tennessee Valley Authority (TVA) is an entity owned by the United States government which was created to provide navigation, flood control, electricity generation, fertilizer manufacturing, and economic development to the Tennessee Valley, which includes Bledsoe County, Tennessee. Among other functions, the TVA invests in competitive economic development and job growth in the Tennessee Valley region through performance grant program projects.

Starting in or about April 2017, the defendants, KARIM SADRUDDIN and RAHIM SADRUDDIN, doing business as TCA, obtained a grant from ECD, via the IDB, for the

purpose of establishing a textile manufacturing plant in Pikeville, Tennessee, in the Eastern District of Tennessee. The IDB engaged the services of the SETD to assist in administering the grant.

In or about July 2017, ECD approved the \$3 million grant that was to be used for the purchase and renovation of the building. Grant funds were not advanced to TCA for the purchase and renovation of the building. Instead, TCA had to buy the building with its own funds, or pay for an approved expense associated with the renovation of the building, and then submit a claim for reimbursement by providing an invoice and proof of payment. TCA engaged the services of Cagle Development to assist with the initial purchase and subsequent renovation work on the building.

From on or about August 30, 2017, until on or about September 13, 2017, Hurricane Irma, a Category 5 hurricane, made landfall in various islands in the Caribbean Sea, Cuba, Dominica, Puerto Rico, the contiguous United States, and elsewhere, and caused approximately \$64 billion of damage while killing over 100 people.

From on or about September 18, 2017, until on or about October 2, 2017, Hurricane Maria, a Category 5 hurricane, made landfall in Puerto Rico, the U.S. Virgin Islands, Dominica, and elsewhere, and caused approximately \$91 billion of damage while killing over 3,000 people.

On or about September 27, 2017, the defendants, KARIM SADRUDDIN and RAHIM SADRUDDIN, doing business as MGUSA, submitted an initial bid to FEMA to provide tarps for hurricane relief, which they then amended on or about November 3, 2017, after FEMA altered the compliance terms to include a requirement to obtain tarps only from Trade Agreements Act (TAA)-compliant countries.

On or about November 9, 2017, the defendants, KARIM SADRUDDIN and RAHIM SADRUDDIN, doing business as MGUSA, were awarded a \$30.7 million contract with FEMA to deliver 475,000 self-help tarps to victims, such as those in Puerto Rico, affected by the 2017 hurricanes. The contract required (1) that the tarps meet size and material specifications, and (2) that the tarps be in compliance with the TAA which prohibited tarps manufactured in China, among other countries. Between on or about November 24, 2017, until on or about January 26, 2018, the defendants delivered approximately 58,000 tarps before FEMA issued a stop work order. MGUSA received payment from FEMA in the amount of approximately \$3.7 million.

In or about July 2018, the defendants, KARIM SADRUDDIN and RAHIM SADRUDDIN, doing business as TCA, obtained a \$230,000 performance grant from the TVA, an entity owned by the United States government, for having established a commercially operable plant at the Pikeville, Tennessee facility for the purpose of manufacturing textiles.

THE SCHEME TO DEFRAUD:

Beginning in or about April 2017, and continuing until in or about January 2019, in the Eastern District of Tennessee and elsewhere, the defendants, KARIM SADRUDDIN and RAHIM SADRUDDIN, aided and abetted by one another and others, devised and intended to devise a scheme and artifice to defraud the government of the United States and others and to obtain money and property by means of false and fraudulent pretenses, representations and promises. The scheme and artifice to defraud and to obtain money so devised and intended to be devised by the defendants was in substance as follows:

It was part of the scheme to defraud that the defendants, KARIM SADRUDDIN and RAHIM SADRUDDIN, aided and abetted by one another and others, in or about April 2017 met

with representatives of ECD, TVA, and others, regarding economic incentives such as grants which may be available from these organizations for the proposed textile manufacturing plant, and during this meeting, the defendants, for the purpose of obtaining the grants, falsely represented: 1) that they would employ approximately 1,000 people, of which about 765 would work in production, as part of the textile manufacturing operation, and 2) that there would be a capital investment into the Pikeville business of \$18 to \$21 million. These misrepresentations, and others, led to TVA committing to a \$230,000 performance grant on or about June 23, 2017, if the defendants qualified for the grant by meeting the following requirements: 1) there was a capital investment of approximately \$27 million, 2) approximately 1,000 people would be employed, and 3) the company was commercially operational prior to receiving the performance grant.

It was further part of the scheme to defraud that the defendants, KARIM SADRUDDIN and RAHIM SADRUDDIN, aided and abetted by one another and others, in or about May 2017, submitted an application on behalf of TCA to obtain the award of \$3 million in reimbursable grant funds from ECD for the purpose of establishing a textile manufacturing plant in Pikeville, Tennessee, in the Eastern District of Tennessee. In that application, the defendants, KARIM SADRUDDIN and RAHIM SADRUDDIN, aided and abetted by one another and others, for the purpose of obtaining the grant, falsely represented: 1) that they would employ approximately 1,000 people as part of the textile manufacturing operation, 2) that TCA was a subsidiary company of a large, Pakistan-based textile company, and 3) that they or their parent company would invest approximately \$27 million into the project.

It was further part of the scheme to defraud that the defendants, KARIM SADRUDDIN

and RAHIM SADRUDDIN, aided and abetted by one another and others, on or about July 7, 2017, obtained an \$850,000 loan for the purchase of the building, promising the lender a \$100,000 fee for making the loan. The loan was coordinated by Cagle Development, a company with which the defendants had engaged to perform the renovation work on the building.

It was further part of the scheme to defraud that the defendants, KARIM SADRUDDIN and RAHIM SADRUDDIN, aided and abetted by one another and others, on or about September 27, 2017, submitted a bid for a FEMA contract to supply tarps to hurricane victims.

It was further part of the scheme to defraud that the defendants, KARIM SADRUDDIN and RAHIM SADRUDDIN, aided and abetted by one another and others, acting on behalf of MGUSA, on or about November 3, 2017, submitted an amended bid for the FEMA contract falsely representing that the tarps would be manufactured in a TAA-compliant country while knowing that the tarps would be manufactured in China – a country that was not TAA-compliant. This amended bid resulted in FEMA awarding the contract to MGUSA on or about November 9, 2017.

It was further part of the scheme to defraud that on or about October 3, 2017, the defendant, KARIM SADRUDDIN, emailed to SETD, defendant RAHIM SADRUDDIN, and another in the Eastern District of Tennessee and elsewhere, a fraudulent wire transfer record and a fraudulent invoice valued at approximately \$1.4 million purporting to reflect work that had been done on the building and a record reflecting the cost of the purchase of the building valued at \$850,000. This email resulted in a disbursement of funds, on or about November 9, 2017, via checks totaling \$2,256,900 from the IDB to defendant KARIM SADRUDDIN, which he later deposited into TCA's Regions Bank account in Suwanee, Georgia and which the defendants,

KARIM SADRUDDIN and RAHIM SADRUDDIN, later used portions of to purchase tarps in the continuation of the scheme to defraud FEMA.

It was further part of the scheme to defraud that the defendants, KARIM SADRUDDIN and RAHIM SADRUDDIN, aided and abetted by one another and others, acting on behalf of MGUSA, on or about November 15, 2017, caused \$950,000 to be disbursed from the TCA Regions Bank account in Atlanta, Georgia, to the lender via the Cagle Development bank account at SunTrust Bank in the Eastern District of Tennessee to repay the loan for the purchase of the building in Pikeville, Tennessee.

It was further part of the scheme to defraud that the defendants, KARIM SADRUDDIN and RAHIM SADRUDDIN, aided and abetted by one another and others, acting on behalf of MGUSA, beginning on or about November 16, 2017, and continuing until on or about November 20, 2017, transferred approximately \$480,000 of the fraudulently obtained ECD grant funds from TCA's Regions Bank account into MGUSA Regions Bank account.

It was further part of the scheme to defraud that the defendants, KARIM SADRUDDIN and RAHIM SADRUDDIN, aided and abetted by one another and others, acting on behalf of MGUSA, beginning on or about November 16, 2017, and continuing until on or about November 20, 2017, used approximately \$316,000 from MGUSA's Regions Bank account to purchase tarps that had been manufactured in China from distributors inside and outside the United States.

It was further part of the scheme to defraud that the defendants, KARIM SADRUDDIN and RAHIM SADRUDDIN, aided and abetted by one another and others, acting on behalf of MGUSA, beginning on or about November 24, 2017, and continuing until on or about January 25, 2018, caused approximately 58,000 tarps manufactured in China that did not meet FEMA

contract specifications to be delivered to Puerto Rico and elsewhere and resulted in the payment of approximately \$3.7 million from FEMA into MGUSA's Regions Bank account.

It was further part of the scheme to defraud that the defendants, KARIM SADRUDDIN and RAHIM SADRUDDIN, aided and abetted by one another and others, acting on behalf of MGUSA, beginning on or about November 23, 2017, and continuing until on or about March 8, 2018, provided a fraudulent bill of lading and wire transfer record to FEMA falsely representing that the tarps had been manufactured and shipped from a TAA-compliant country when in fact, the defendants knew that the tarps had been manufactured and shipped from China.

It was further part of the scheme to defraud that on or about January 8, 2018, the defendant, KARIM SADRUDDIN, caused \$54,500 to be wired from TMD's Regions Bank account to the account of an automobile dealer in Alabama for the purchase of a white 2017 Ford F150 pickup truck, VIN 1FTEW1EG1HFB85829, and the wire transfer consisted of funds fraudulently obtained from FEMA and the ECD grant.

It was further part of the scheme to defraud that on or about January 9, 2018, the defendant, RAHIM SADRUDDIN, sent to a representative of TVA, in the Eastern District of Tennessee, an email in which the defendant falsely represented that Pikeville plant was in operation from this week onwards, and inquired about the TVA grant funds.

It was further part of the scheme to defraud that from on or about January 3, 2018, to on or about March 23, 2018, the defendant, KARIM SADRUDDIN, caused \$530,000 of funds fraudulently obtained from FEMA and the ECD grant to be wired from the accounts of TCA and MGUSA to the account of AK Textile Mills at a bank in Pakistan. From May 14, 2018, to July 31, 2018, four wire transfers totaling \$439,838 were wired from this same Pakistan bank account

to the Fifth Third Bank account of KARIM SADRUDDIN and his wife, account ending in 7623. From May 21, 2018, to June 13, 2018, a total of \$243,918.50 was transferred from Fifth Third Bank account ending in 7623 to the Fifth Third Bank account of KARIM SADRUDDIN and his wife, account ending in 5625; and on June 28, 2018, a \$243,953.22 cashier's check purchased with funds in Fifth Third Bank account ending in 5625 was deposited to the Fifth Third Bank account of KARIM SADRUDDIN's wife, account ending in 6407. On June 28, 2018, a \$147,436.91 cashier's check purchased with funds in Fifth Third Bank account ending in 7623 was deposited to the Fifth Third Bank account of KARIM SADRUDDIN's wife, account ending in 6407; and on July 31, 2018, \$40,000 was transferred from Fifth Third Bank account ending in 7623 to Fifth Third Bank account ending in 6407, for a total of \$431,390.13 deposited to Fifth Third Bank account ending in 6407.

It was further part of the scheme to defraud that on or about January 8, 2018, the defendant, RAHIM SADRUDDIN, caused \$552,474 of funds fraudulently obtained from FEMA to be wired from the Regions Bank account of MGUSA to the account of Mushtaq Ramzan Trading LLC at a bank in Dubai. On May 15, 2018, and June 11, 2018, funds totaling \$399,925.68 were wired from this same Dubai bank account to the SunTrust Bank account of RAHIM SADRUDDIN's wife, account ending in 9351. On June 18, 2018, a total of \$397,000 was transferred from SunTrust Bank account ending in 9351 to the SunTrust Bank account of RAHIM SADRUDDIN's wife, account ending in 8758, and from September 25, 2018, to November 7, 2018, a total of \$18,600 was transferred from SunTrust Bank account ending in 8758 to the SunTrust Bank account of RAHIM SADRUDDIN's wife, account ending in 4083.

It was further part of the scheme to defraud that on or about March 21, 2018, the

defendant, KARIM SADRUDDIN, caused \$202,000 of funds fraudulently obtained from FEMA and deposited to the Regions Bank account of MGUSA, to be withdrawn from the MGUSA account and deposited to the account of SAC at Wells Fargo Bank, account ending in 0655; and on July 30, 2018, the defendant, KARIM SADRUDDIN, also caused \$100,000 of funds fraudulently obtained from TVA and deposited to the Regions Bank account of TCA, to be transferred to SAC's Wells Fargo Bank account ending 0655.

It was further part of the scheme to defraud that on or about May 4, 2018, the defendant, RAHIM SADRUDDIN, sent to a representative of TVA, in the Eastern District of Tennessee, an email in which the defendant falsely represented that the Pikeville plant had achieved commercial operations as a textile manufacturing plant, that the plant construction was complete, that testing was complete, and that the plant was regularly producing goods for sale.

It was further part of the scheme to defraud that on May 29, 2018, the defendant, RAHIM SADRUDDIN, sent to a representative of TVA, in the Eastern District of Tennessee, an email in which the defendant falsely represented that the \$230,000 grant would be used for purchasing, installing, or upgrading software, computer, interior fixtures, equipment, machinery, or materials for existing facilities; when in fact, the defendants transferred virtually all of the grant funds from the TCA bank account to their personal and other business bank accounts, and then utilized the funds to pay apartment rent, to purchase their personal residences, and to pay other personal and business expenses not related to the operations of TCA.

It was further part of the scheme to defraud that on June 13, 2018, the defendant, RAHIM SADRUDDIN, sent to a representative of TVA, in the Eastern District of Tennessee, an email with an attached TVA Performance Grant Agreement, signed by defendant KARIM

SADRUDDIN, which falsely represented that prior to April 1, 2018, the defendants had already invested \$17 million of their total \$27 million investment in the Pikeville manufacturing facility. On the same day, the defendant, RAHIM SADRUDDIN, sent to a representative of TVA, in the Eastern District of Tennessee, a second email with an attached Commercial Operation Date Certification, signed by defendant KARIM SADRUDDIN, which falsely certified that TCA's Pikeville facility had achieved commercial operation on March 1, 2018. These two emails caused TVA to electronically transfer \$230,000 in grant proceeds on July 2, 2018, from a TVA bank account located in the Eastern District of Tennessee, to a TCA account at Regions Bank controlled by the defendants and located in the State of Georgia.

THE EXECUTION:

The United States Attorney re-alleges and incorporates by reference the above paragraphs of this Information as if fully set forth herein. On or about the dates set forth below in the Eastern District of Tennessee and elsewhere, the defendants, KARIM SADRUDDIN and RAHIM SADRUDDIN, aided and abetted by one another and others, for the purpose of executing the aforesaid scheme and artifice to defraud the United States, in relation to a presidentially declared major disaster and emergency, caused to be transmitted by means of wire communication in interstate commerce the signals and sounds described below:

<u>Count</u>	<u>On or about</u>	<u>Description of wire communication</u>	<u>Victim</u>
1	October 3, 2017	email to SETD resulting in issuance of checks valued at \$2,256,900.	FEMA
2	June 13, 2018	email to TVA resulting in July 2, 2018, electronic fund transfer valued at \$230,000.	TVA

All in violation of Title 18, United States Code, Sections 1343 and 2.

COUNT THREE
MONEY LAUNDERING CONSPIRACY
(18 U.S.C. § 1956(h) and 1957)

THE UNITED STATES ATTORNEY FURTHER CHARGES THAT:

A. AT ALL TIMES MATERIAL HEREIN:

The United States Attorney re-alleges and incorporates by reference the allegations set forth in Counts One and Two.

B. THE MONEY LAUNDERING CONSPIRACY:

Beginning in or about April 2017, and continuing until in or about January 2019, in the Eastern District of Tennessee and elsewhere, defendants, KARIM SADRUDDIN and RAHIM SADRUDDIN, did knowingly combine, conspire and agree with each other and with others known and unknown to commit offenses against the United States in violation of Title 18, United States Code, Sections 1956 and 1957, that is: to knowingly engage and attempt to engage in monetary transactions by, through, or to a financial institution, affecting interstate and foreign commerce, in criminally derived property of a value greater than \$10,000, such property having been derived from a specified unlawful activity, that is, wire fraud in violation of Title 18, United States Code, Section 1343.

All in violation of Title 18, United States Code, Sections 1956(h) and 1957.

[FORFEITURE ALLEGATIONS CONTAINED ON NEXT PAGE]

WIRE FRAUD FORFEITURE ALLEGATIONS

1. The allegations contained in Counts One and Two of this Information are hereby realleged and incorporated by reference for the purpose of alleging forfeitures pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c).

2. Pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), upon conviction of an offense in violation of Title 18, United States Code, Section 1343, the defendants, KARIM SADRUDDIN and RAHIM SADRUDDIN, shall forfeit to the United States of America, any property, real or personal, which constitutes or is derived from proceeds traceable to the offense. The properties to be forfeited include, but are not limited to, the following:

BANK ACCOUNTS

- a) Funds up to the amount of \$808.70 in account number ending in 9351 at SunTrust Bank, account name Fatima Sadruddin;
- b) Funds up to the amount of \$129,080.98 in account number ending in 8758 at SunTrust Bank, account name Fatima Sadruddin;
- c) Funds up to the amount of \$1,003.01 in account number ending in 4083 at SunTrust Bank, account name Fatima Sadruddin "Grocery";
- d) Funds up to the amount of \$1,700.11 in account number ending in 0655 at Wells Fargo Bank, account name Service At Convenience LLC;
- e) Funds up to the amount of \$303.73 in the account of Karim or Rehana K. Sadruddin at Fifth Third Bank, account number ending in 7623; and
- f) Funds up to the amount of \$.91 in the account of Rehana K. Sadruddin at Fifth Third Bank, account number ending in 6407.

REAL PROPERTIES

- a) Real property having a mailing address of 6385 Bellmoore Park Lane, Johns Creek, Georgia 30097, with all appurtenances, improvements, and attachments thereon, which is more fully identified and more particularly described below:

All that tract or parcel of land lying and being in Land Lot 417 of the 1st District, 1st Section, Fulton County, Georgia being Lot 241, The Palisades at Bellmoore Park - Phase II, as shown on plat recorded in Plat Book 380, pages 106-114, Fulton County, Georgia records, which said plat being incorporated herein by reference thereto.

For further reference see Limited Warranty Deed filed and recorded on June 2, 2017, in Deed Book 57578, Page 501, in the Clerk of Superior Court for Fulton County, Georgia, Instrument Number 2017-0195292.

- b) Real property having a mailing address of 11205 Olbrich Trail, Johns Creek, Georgia 30097, with all appurtenances, improvements, and attachments thereon, which is more fully identified and more particularly described below:

All that tract of parcel of land lying and being in Land Lot 417 and 418 of the 1st District, 1st Section, Fulton County, Georgia being Lot 200, The Palisades at Bellmoore Park – Phase III, as shown on plat recorded in Plat Book 387, Pages 69-79, Fulton County, Georgia records.

For further reference see Deed Book 59083, page 208, filed and recorded August 3, 2018 in the Clerk of Superior Court for Fulton County, Georgia, Instrument Number 2018-0217292.

- c) Real property having a mailing address of 132 Ferro Street, Pikeville, TN 37367, with all appurtenances, improvements, and attachments thereon, which is more fully identified and more particularly described below:

To find the true point of beginning, begin at the intersection of the Westerly line of Bledsoe Recreation Center property with the Southern right of way line of Cleveland Street and go, thence South 44°23'17" West and along the Westerly line of Bledsoe Recreation Center property a distance of 755.08 feet to a point; thence South 49°10'55" East along the Southerly line of the Bledsoe Recreation Center property a distance of 778.65 feet to fence comer, said comer also being the Southeast comer of the Bledsoe Recreation Center; thence South 49°4'21" East a distance of 587.73 feet to a point in the Western right of way line of "C" Street; thence South 49°10'39" West along the Western right-of-way line of "C" Street a distance of 156.75 feet to a point; thence North 48°34'21"

West and leaving said right of way line a distance of 33.0 feet to a point; thence South 44°9'20" West a distance of 213.66 feet to a wood fence post; thence North 37°17'7" West a distance of 156.96 feet to a fence post; thence South 49°45'17" West a distance of 235.90 feet to a wood fence post; thence 46°53'59" West a distance of 235.90 feet to a wood fence post; thence 46°53'59" West a distance of 1,177.97 feet to a point; thence North 48°20'49" East a distance of 527.47 feet to the Point of Beginning.

Being the same property conveyed to the Grantor by deed of record in Book RB304, Page 108, Register's Office, Bledsoe County, Tennessee.

For further reference see Warranty Deed filed and recorded on July 7, 2017, in Deed Book RB313, Pages 443-448, in the Register of Deed's Office of Bledsoe County, Tennessee, Instrument Number 17115404.

MONEY JUDGMENT

A personal money judgment in favor of the United States and against the defendants, KARIM SADRUDDIN and RAHIM SADRUDDIN, which represents the proceeds the defendants personally obtained as a result of an offense in violation of Title 18, United States Code, Section 1343.

3. Pursuant to Title 21, United States Code, Section 853(p), the defendants shall forfeit substitute property, up to the value of the property subject to forfeiture, if by any act or omission of any of the defendants, said property, or any portion thereof:

- a. cannot be located upon the exercise of due diligence;
- b. has been transferred, sold to, or deposited with a third party;
- c. has been placed beyond the jurisdiction of the Court;
- d. has been substantially diminished in value; or
- e. has been commingled with other property that cannot be divided without difficulty;

the United States of America shall be entitled to forfeiture of substitute property pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 18, United States Code, Section 982(b)(1).

MONEY LAUNDERING FORFEITURE ALLEGATIONS

1. The allegations contained in Count Three of this Information are hereby re-alleged and incorporated by reference for the purpose of forfeiture pursuant to Title 18, United States Code, Section 982(a)(1).

2. Pursuant to Title 18, United States Code, Section 982(a)(1), upon conviction of an offense in violation of Title 18, United States Code, Sections 1956(h) and 1957, the defendants, KARIM SADRUDDIN and RAHIM SADRUDDIN, shall forfeit to the United States of America any property, real or personal, involved in such offense, and any property traceable to such property. The properties to be forfeited include, but are not limited to, the following:

BANK ACCOUNTS

- a) Funds up to the amount of \$808.70 in account number ending in 9351 at SunTrust Bank, account name Fatima Sadruddin;
- b) Funds up to the amount of \$129,080.98 in account number ending in 8758 at SunTrust Bank, account name Fatima Sadruddin;
- c) Funds up to the amount of \$1,003.01 in account number ending in 4083 at SunTrust Bank, account name Fatima Sadruddin "Grocery";
- d) Funds up to the amount of \$1,700.11 in account number ending in 0655 at Wells Fargo Bank, account name Service At Convenience LLC;
- e) Funds up to the amount of \$303.73 in the account of Karim or Rehana K. Sadruddin at Fifth Third Bank, account number ending in 7623; and
- f) Funds up to the amount of \$.91 in the account of Rehana K. Sadruddin at Fifth Third Bank, account number ending in 6407.

CONVEYANCES

A white 2017 Ford F-150 pickup truck, VIN 1FTEW1EG1HFB85829 which was seized from KARIM SADRUDDIN.

REAL PROPERTIES

- a) Real property having a mailing address of 6385 Bellmoore Park Lane, Johns Creek, Georgia 30097, with all appurtenances, improvements, and attachments thereon, which is more fully identified and more particularly described below:

All that tract or parcel of land lying and being in Land Lot 417 of the 1st District, 1st Section, Fulton County, Georgia being Lot 241, The Palisades at Bellmoore Park - Phase II, as shown on plat recorded in Plat Book 380, pages 106-114, Fulton County, Georgia records, which said plat being incorporated herein by reference thereto.

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- b) Real property having a mailing address of 11205 Olbrich Trail, Johns Creek, Georgia 30097, with all appurtenances, improvements, and attachments thereon, which is more fully identified and more particularly described below:

All that tract of parcel of land lying and being in Land Lot 417 and 418 of the 1st District, 1st Section, Fulton County, Georgia being Lot 200, The Palisades at Bellmoore Park – Phase III, as shown on plat recorded in Plat Book 387, Pages 69-79, Fulton County, Georgia records.

For further reference see Deed Book 59083, page 208, filed and recorded August 3, 2018 in the Clerk of Superior Court for Fulton County, Georgia, Instrument Number 2018-0217292.

- c) Real property having a mailing address of 132 Ferro Street, Pikeville, TN 37367, with all appurtenances, improvements, and attachments thereon, which is more fully identified and more particularly described below:

To find the true point of beginning, begin at the intersection of the Westerly line of Bledsoe Recreation Center property with the Southern right of way line of Cleveland Street and go, thence South 44°23'17" West and along the Westerly line of Bledsoe Recreation Center property a distance of 755.08 feet to a point; thence South 49°10'55" East along the Southerly line of the Bledsoe Recreation Center property a distance of 778.65 feet to fence comer, said comer also being the Southeast comer of the Bledsoe Recreation Center; thence South 49°4'21" East a distance of 587.73 feet to a point in the Western right of way line of "C" Street; thence South 49°10'39" West along the Western right-of-way line of "C" Street a distance of 156.75 feet to a point; thence North 48°34'21"

West and leaving said right of way line a distance of 33.0 feet to a point; thence South 44°9'20" West a distance of 213.66 feet to a wood fence post; thence North 37°17'7" West a distance of 156.96 feet to a fence post; thence South 49°45'17" West a distance of 235.90 feet to a wood fence post; thence 46°53'59" West a distance of 235.90 feet to a wood fence post; thence 46°53'59" West a distance of 1,177.97 feet to a point; thence North 48°20'49" East a distance of 527.47 feet to the Point of Beginning.

Being the same property conveyed to the Grantor by deed of record in Book RB304, Page 108, Register's Office, Bledsoe County, Tennessee.

For further reference see Warranty Deed filed and recorded on July 7, 2017, in Deed Book RB313, Pages 443-448, in the Register of Deed's Office of Bledsoe County, Tennessee, Instrument Number 17115404.

MONEY JUDGMENT

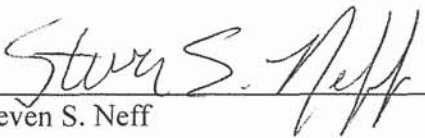
A personal money judgment in favor of the United States and against the defendants, KARIM SADRUDDIN and RAHIM SADRUDDIN, which represents the proceeds involved in an offense in violation of Title 18, United States Code, Sections 1956(h) and 1957, and any proceeds traceable to such an offense.

3. Pursuant to Title 21, United States Code, Section 853(p), the defendants shall forfeit substitute property, up to the value of the property subject to forfeiture, if by any act or omission of any of the defendants, said property, or any portion thereof:

- a. cannot be located upon the exercise of due diligence;
- b. has been transferred, sold to, or deposited with a third party;
- c. has been placed beyond the jurisdiction of the Court;
- d. has been substantially diminished in value; or
- e. has been commingled with other property that cannot be divided without difficulty;

the United States of America shall be entitled to forfeiture of substitute property pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 18, United States Code, Section 982(b)(1).

J. Douglas Overbey
United States Attorney

By: 
Steven S. Neff
Assistant U.S. Attorney

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TENNESSEE
AT CHATTANOOGA**

UNITED STATES OF AMERICA)	
)	
)	1:19-cr- 146
v.)	
)	Judge <u>Mattice</u>
)	Magistrate Judge Steger
RAHIM SADRUDDIN)	

PLEA AGREEMENT

The United States of America, by the United States Attorney for the Eastern District of Tennessee, and the defendant, Rahim Sadruddin, and the defendant's attorney, Lee Davis, have agreed upon the following:

1. The defendant will waive indictment and arraignment and plead guilty to an information charging the defendant with the following offenses:

Counts One and Two. Wire Fraud, in violation of 18 U.S.C. § 1343.

The punishment for this offense is as follows: Because the offense involved a presidentially declared major disaster and emergency, imprisonment up to 30 years; supervised release up to 5 years; a fine of up to \$1 million, any lawful forfeiture, a \$100 special assessment, and any lawful restitution.

Count Three. Conspiracy to Commit Money Laundering, in violation of 18 U.S.C. § 1956(h) and 1957.

The punishment for this offense is as follows: Imprisonment up to 10 years; supervised release up to 3 years; a fine of up to \$250,000 or twice the amount of criminally derived property, any lawful forfeiture, a \$100 special assessment, and any lawful restitution.

2. In consideration of the defendant's guilty plea(s), the United States agrees not to further prosecute the defendant in the Eastern District of Tennessee for any other non-tax criminal offenses committed by the defendant that are related to the charges contained in the indictment in this case and that are known to the United States Attorney's Office for the Eastern District of Tennessee at the time this plea agreement is signed by both parties.

The parties anticipate that the defendants will plead guilty in state court to offenses which are tangential to the scheme described herein. Inasmuch as the defendants have agreed to plead guilty to those state offenses, the parties recommend that the court impose concurrent sentences regarding the related state conduct and the anticipated state court sentence.

3. The defendant has read the indictment, discussed the charges and possible defenses with defense counsel, and understands the crime(s) charged. Specifically, the elements of the offense(s) are as follows:

18 U.S.C. § 1343 – Wire Fraud

The Defendant:

- a) Devised a scheme to defraud or obtain money or property by materially false or fraudulent pretenses, representations or promises (or willfully participated in such a scheme with knowledge of its fraudulent nature);
- b) Acted with intent to defraud; and
- c) In advancing or furthering the scheme, transmitted or caused the transmission of any writing, signal, or sound by means of wire, radio, or television communication in interstate commerce.

18 U.S.C. § 1956(h) – Conspiracy to Commit Money Laundering

The Defendant:

- a) Agreed with one or more co-conspirators; to
- b) Conduct a financial transaction over \$10,000 in a financial institution affecting interstate commerce;

I

- c) Knowing the money came from some kind of criminal offense;
- d) The money was in fact derived from a specified unlawful activity; and
- e) The specified unlawful activity took place in the United States or was conducted by a United States person.

4. In support of the defendant's guilty plea, the defendant agrees and stipulates to the following facts, which satisfy the offense elements. These are the facts submitted for purposes of the defendant's guilty plea. They do not necessarily constitute all of the facts in the case. Other facts may be relevant to sentencing. Both the defendant and the United States retain the right to present additional facts to the Court to ensure a fair and appropriate sentence in this case.

The defendant agrees that the facts set forth in the Information alleging furtherance of the wire fraud scheme (18 U.S.C. § 1343) and the money laundering conspiracy (18 U.S.C. § 1956(h) and 1957) are accurate, true, and correct and there is nothing contained in those facts that is untrue or incorrect.

Specifically, the facts from the Information that support Counts One and Three of the Information to which the defendant is pleading guilty derive from an October 3, 2017 email sent by KARIM SADRUDDIN to SETD, RAHIM SADRUDDIN, and another in the Eastern District of Tennessee and elsewhere, a fraudulent wire transfer record and a fraudulent invoice valued at approximately \$1.4 million purporting to reflect work that had been done on the building and a record reflecting the cost of the purchase of the building valued at \$850,000. This email resulted in a disbursement of funds, on or about November 9, 2017, via checks totaling \$2,256,900 from the IDB to KARIM SADRUDDIN, which he later deposited into TCA's Regions Bank account in Suwanee, Georgia and which KARIM SADRUDDIN and RAHIM SADRUDDIN later used to purchase tarps in the continuation of the scheme to defraud FEMA.

The facts from the Information that support Counts Two and Three of the Information to which the defendant is pleading guilty derive from a June 13, 2018, email from RAHIM SADRUDDIN to a representative of TVA, in the Eastern District of Tennessee, with an attached TVA Performance Grant Agreement, signed by KARIM SADRUDDIN, which falsely represented that prior to April 1, 2018, the defendants had already invested \$17 million of their total \$27 million investment in the Pikeville manufacturing facility. On the same day, RAHIM SADRUDDIN, sent to a representative of TVA, in the Eastern District of Tennessee, a second email with an attached Commercial Operation Date Certification, signed by KARIM SADRUDDIN, which falsely certified that TCA's Pikeville facility had achieved commercial operation on March 1, 2018. These two emails caused TVA to electronically transfer \$230,000 in grant proceeds on July 2, 2018, from a TVA bank account located in the Eastern District of Tennessee, to a TCA account at Regions Bank controlled by the defendants and located in the State of Georgia.

In sum, KARIM SADRUDDIN and RAHIM SADRUDDIN conspired and agreed to participate in a scheme, and did intentionally participate in a scheme to defraud by knowingly making various fraudulent representations via wire (emails and other wire-related representations) to FEMA, TVA, and the state of Tennessee. This resulted in several financial transactions with a value greater than \$10,000 taking place with financial institutions that engage in interstate commerce. KARIM SADRUDDIN and RAHIM SADRUDDIN knew they were using money that came from a specified unlawful activity, and the scheme resulted in a collective loss to the victim entities of between \$3.5 million and \$9.5 million.

Some of these events took place in the Eastern District of Tennessee.

5. The defendant is pleading guilty because the defendant is in fact guilty.

The defendant understands that, by pleading guilty, the defendant is giving up several rights, including:

- a) the right to plead not guilty;
- b) the right to a speedy and public trial by jury;
- c) the right to assistance of counsel at trial;
- d) the right to be presumed innocent and to have the burden of proof placed on the United States to prove the defendant guilty beyond a reasonable doubt;
- e) the right to confront and cross-examine witnesses against the defendant;
- f) the right to testify on one's own behalf, to present evidence in opposition to the charges, and to compel the attendance of witnesses; and
- g) the right not to testify and to have that choice not used against the defendant.

6. The parties agree that the appropriate disposition of this case would be the following as to each count:

- a) The Court may impose any lawful term(s) of imprisonment, any lawful fine(s), and any lawful term(s) of supervised release up to the statutory maximum(s);
- b) The Court will impose special assessment fees as required by law; and
- c) The Court may order forfeiture as applicable and restitution as appropriate.

No promises have been made by any representative of the United States to the defendant as to what the sentence will be in this case. Any estimates or predictions made to the defendant by defense counsel or any other person regarding any potential sentence in this case are not binding on the Court, and may not be used as a basis to rescind this plea agreement or withdraw the defendant's guilty plea(s). The defendant understands that the sentence in this case will be determined by the

Court after it receives the presentence investigation report from the United States Probation Office and any information presented by the parties. The defendant acknowledges that the sentencing determination will be based upon the entire scope of the defendant's criminal conduct, the defendant's criminal history, and pursuant to other factors and guidelines as set forth in the Sentencing Guidelines and the factors set forth in 18 U.S.C. § 3553.

7. Given the defendant's agreement to plead guilty, the United States will not oppose a two-level reduction for acceptance of responsibility under the provisions of Section 3E1.1(a) of the Sentencing Guidelines. Further, if the defendant's offense level is 16 or greater, and the defendant is awarded the two-level reduction pursuant to Section 3E1.1(a), the United States agrees to move, at or before the time of sentencing, the Court to decrease the offense level by one additional level pursuant to Section 3E1.1(b) of the Sentencing Guidelines. Should the defendant engage in any conduct or make any statements that are inconsistent with accepting responsibility for the defendant's offense(s), including violations of conditions of release or the commission of any additional offense(s) prior to sentencing, the United States will be free to decline to make such motion, to withdraw that motion if already made, and to recommend to the Court that the defendant not receive any reduction for acceptance of responsibility under Section 3E1.1 of the Sentencing Guidelines.

8. The defendant agrees to pay the special assessment in this case prior to sentencing.

9. Unless otherwise limited by an agreed preliminary order of forfeiture, the defendant agrees to forfeit to the United States immediately and voluntarily any and all assets and property, or portions thereof, which are in the possession or control of the defendant or the defendant's nominees that constitutes or is derived from, any proceeds obtained, directly or indirectly, as a result of an offense in violation of 18 U.S.C. § 1343. The defendant also agrees to forfeit any property involved

in such offense and any property traceable to such property in violation of 18 U.S.C. §§ 1956(h) and 1957. The defendant agrees to forfeit his interest in the following properties:

BANK ACCOUNTS

- a) Funds up to the amount of \$808.70 in account number ending in 9351 at SunTrust Bank, account name Fatima Sadruddin;
- b) Funds up to the amount of \$129,080.98 in account number ending in 8758 at SunTrust Bank, account name Fatima Sadruddin;
- c) Funds up to the amount of \$1,003.01 in account number ending in 4083 at SunTrust Bank, account name Fatima Sadruddin "Grocery";
- d) Funds up to the amount of \$1,700.11 in account number ending in 0655 at Wells Fargo Bank, account name Service At Convenience LLC;
- e) Funds up to the amount of \$303.73 in the account of Karim or Rehana K. Sadruddin at Fifth Third Bank, account number ending in 7623; and
- f) Funds up to the amount of \$.91 in the account of Rehana K. Sadruddin at Fifth Third Bank, account number ending in 6407.

CONVEYANCES

A white 2017 Ford F-150 pickup truck, VIN 1FTEW1EG1HFB85829 which was seized from KARIM SADRUDDIN.

REAL PROPERTIES

- a) Real property having a mailing address of 6385 Bellmoore Park Lane, Johns Creek, Georgia 30097, with all appurtenances, improvements, and attachments thereon, which is more fully identified and more particularly described below:

All that tract or parcel of land lying and being in Land Lot 417 of the 1st District, 1st Section, Fulton County, Georgia being Lot 241, The Palisades at Bellmoore Park - Phase II, as shown on plat recorded in Plat Book 380, pages 106-114, Fulton County, Georgia records, which said plat being incorporated herein by reference thereto.

For further reference see Limited Warranty Deed filed and recorded on June 2, 2017, in Deed Book 57578, Page 501, in the Clerk of Superior Court for Fulton County, Georgia, Instrument Number 2017-0195292.

- b) Real property having a mailing address of 11205 Olbrich Trail, Johns Creek, Georgia 30097, with all appurtenances, improvements, and attachments thereon, which is more fully identified and more particularly described below:

All that tract of parcel of land lying and being in Land Lot 417 and 418 of the 1st District, 1st Section, Fulton County, Georgia being Lot 200, The Palisades at Bellmoore Park – Phase III, as shown on plat recorded in Plat Book 387, Pages 69-79, Fulton County, Georgia records.

For further reference see Deed Book 59083, page 208, filed and recorded August 3, 2018 in the Clerk of Superior Court for Fulton County, Georgia, Instrument Number 2018-0217292.

- c) Real property having a mailing address of 132 Ferro Street, Pikeville, TN 37367, with all appurtenances, improvements, and attachments thereon, which is more fully identified and more particularly described below:

To find the true point of beginning, begin at the intersection of the Westerly line of Bledsoe Recreation Center property with the Southern right of way line of Cleveland Street and go, thence South 44°23'17" West and along the Westerly line of Bledsoe Recreation Center property a distance of 755.08 feet to a point; thence South 49°10'55" East along the Southerly line of the Bledsoe Recreation Center property a distance of 778.65 feet to fence comer, said comer also being the Southeast comer of the Bledsoe Recreation Center; thence South 49°4'21" East a distance of 587.73 feet to a point in the Western right of way line of "C" Street; thence South 49°10'39" West along the Western right-of-way line of "C" Street a distance of 156.75 feet to a point; thence North 48°34'21" West and leaving said right of way line a distance of 33.0 feet to a point; thence South 44°9'20" West a distance of 213.66 feet to a wood fence post; thence North 37°17'7" West a distance of 156.96 feet to a fence post; thence South 49°45'17" West a distance of 235.90 feet to a wood fence post; thence 46°53'59" West a distance of 235.90 feet to a wood fence post; thence 46°53'59" West a distance of 1,177.97 feet to a point; thence North 48°20'49" East a distance of 527.47 feet to the Point of Beginning.

Being the same property conveyed to the Grantor by deed of record in Book RB304, Page 108, Register's Office, Bledsoe County, Tennessee.

For further reference see Warranty Deed filed and recorded on July 7, 2017, in Deed Book RB313, Pages 443-448, in the Register of Deed's Office of Bledsoe County, Tennessee, Instrument Number 17115404.

PROCEEDS

Proceeds in the amount of \$1,750,000.00 in U.S. currency, which represents the minimum amount of proceeds the defendant, RAHIM SADRUDDIN, personally obtained as a result of an offense in violation of 18 U.S.C. § 1343, and the amount of money involved in the defendant's offense in violation of 18 U.S.C. §§ 1956(h) and 1957.

The defendant further agrees to assist the United States fully in the identification, recovery, and return to the United States of any other assets or portions thereof subject to forfeiture. The defendant further agrees to make a full and complete disclosure of all assets over which the defendant exercises control and those which are held or controlled by a nominee. The defendant agrees to forfeiture of the money judgment as described above and to take whatever steps are necessary to pass clear title of assets to the United States. These steps include, but are not limited to, the surrender of title, the signing of a consent decree of forfeiture, and the signing of any other documents necessary to effectuate such transfers. The defendant agrees not to object to any forfeiture brought against these properties. The defendant agrees to take all such steps to locate such property and to pass title to the United States before the defendant's sentencing.

10. The defendant agrees that the Court shall order restitution, pursuant to any applicable provision of law, for any loss caused to: (1) the victim(s) of any offense charged in this case (including dismissed counts); and (2) the victim(s) of any criminal activity that was part of the same course of conduct or common scheme or plan as the defendant's *charged* offense(s).

11. Financial Obligations. The defendant agrees to pay all fines and restitution imposed by the Court to the Clerk of Court. The defendant also agrees that the full fine and/or restitution amount(s) shall be considered due and payable immediately. If the defendant cannot pay the full amount immediately and is placed in custody or under the supervision of the Probation Office at any time, the defendant agrees that the Bureau of Prisons and the Probation Office will have the authority to establish payment schedules to ensure payment of the fine and/or restitution. The defendant further agrees to cooperate fully in efforts to collect any financial obligation imposed by

the Court by set-off of federal payments, execution on non-exempt property, and any other means the United States deems appropriate. The defendant and counsel also agree that the defendant may be contacted post-judgment regarding the collection of any financial obligation imposed by the Court without notifying the defendant's counsel and outside the presence of the defendant's counsel. In order to facilitate the collection of financial obligations to be imposed with this prosecution, the defendant agrees to disclose fully all assets in which the defendant has any interest or over which the defendant exercises control, directly or indirectly, including those held by a spouse, nominee, or other third party. In furtherance of this agreement, the defendant additionally agrees to the following specific terms and conditions:

a) If so requested by the United States, the defendant will promptly submit a completed financial statement to the U.S. Attorney's Office, in a form it provides and as it directs. The defendant promises that such financial statement and disclosures will be complete, accurate, and truthful.

b) The defendant expressly authorizes the U.S. Attorney's Office to obtain a credit report on the defendant in order to evaluate the defendant's ability to satisfy any financial obligation imposed by the Court.

c) If so requested by the United States, the defendant will promptly execute authorizations on forms provided by the U.S. Attorney's Office to permit the U.S. Attorney's Office to obtain financial and tax records of the defendant.

12. The defendant recognizes that pleading guilty may have consequences with respect to his immigration status if he is not a citizen of the United States. Under federal law, a broad range of crimes are removable offenses, including the offense(s) to which defendant is pleading guilty.

Removal and other immigration consequences are the subject of a separate proceeding, however,

and defendant understands that no one, including the defendant's attorney or the district court, can predict to a certainty the effect of this conviction on defendant's immigration status. Defendant nevertheless affirms that he wants to plead guilty regardless of any immigration consequences that his plea may entail, even if the consequence is his automatic removal from the United States.

13. The defendant acknowledges that the principal benefits to the United States of a plea agreement include the conservation of limited government resources and bringing a certain end to the case. Accordingly, in consideration of the concessions made by the United States in this agreement and as a further demonstration of the defendant's acceptance of responsibility for the offense(s) committed, the defendant voluntarily, knowingly, and intentionally agrees to the following:

The defendant will not, whether directly or by a representative, 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. Section 552, or the Privacy Act of 1974, 5 U.S.C. Section 552a.

14. This plea agreement becomes effective once it is signed by the parties and is not contingent on the defendant's entry of a guilty plea. If the United States violates the terms of this plea agreement, the defendant will have the right to withdraw from this agreement. If the defendant violates the terms of this plea agreement in any way (including but not limited to failing to enter guilty plea(s) as agreed herein, moving to withdraw guilty plea(s) after entry, or by violating any court order or any local, state or federal law pending the resolution of this case), then the United States will have the right to void any or all parts of the agreement and may also enforce whatever parts of the agreement it chooses. In addition, the United States may prosecute the defendant for any and all federal crimes that the defendant committed related to this case, including any charges

that were dismissed and any other charges which the United States agreed not to pursue. The defendant expressly waives any statute of limitations defense and any constitutional or speedy trial or double jeopardy defense to such a prosecution. The defendant also understands that a violation of this plea agreement by the defendant does not entitle the defendant to withdraw the defendant's guilty plea(s) in this case.


15. The United States will file a supplement in this case, as required in every case by the Local Rules of the United States District Court for the Eastern District of Tennessee, even though there may or may not be any additional terms. If additional terms are included in the supplement, they are hereby fully incorporated herein.

16. This plea agreement and supplement constitute the full and complete agreement and understanding between the parties concerning the defendant's guilty plea to the above-referenced charge(s), and there are no other agreements, promises, undertakings, or understandings between the defendant and the United States. The parties understand and agree that the terms of this plea agreement can be modified only in writing signed by all of the parties and that any and all other promises, representations, and statements whether made before, contemporaneous with, or after this agreement, are null and void.

[SIGNATURES ON NEXT PAGE]

J. DOUGLAS OVERBEY
UNITED STATES ATTORNEY

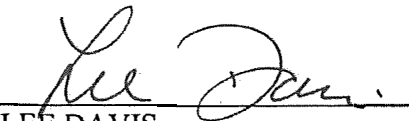
22 October 2019
Date

By: 
STEVEN S. NEFF
Assistant United States Attorney

9/4/2019
Date


RAHIM SADRUDDIN
Defendant

9/4/2019
Date


LEE DAVIS
Attorney for the Defendant

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TENNESSEE
AT CHATTANOOGA

UNITED STATES OF AMERICA)	
)	
)	1:19-cr- <u>146</u>
v.)	
)	Judge <u>Mattice</u>
)	Magistrate Judge Steger
KARIM SADRUDDIN)	

PLEA AGREEMENT

The United States of America, by the United States Attorney for the Eastern District of Tennessee, and the defendant, Karim Sadruddin, and the defendant's attorney, Eugene Shiles, have agreed upon the following:

1. The defendant will waive indictment and arraignment and plead guilty to an information charging the defendant with the following offenses:

Counts One and Two. Wire Fraud, in violation of 18 U.S.C. § 1343.

The punishment for this offense is as follows: Because the offense involved a presidentially declared major disaster and emergency, imprisonment up to 30 years; supervised release up to 5 years; a fine of up to \$1 million, any lawful forfeiture, a \$100 special assessment, and any lawful restitution.

Count Three. Conspiracy to Commit Money Laundering, in violation of 18 U.S.C. § 1956(h) and 1957.

The punishment for this offense is as follows: Imprisonment up to 10 years; supervised release up to 3 years; a fine of up to \$250,000 or twice the amount of criminally derived property, any lawful forfeiture, a \$100 special assessment, and any lawful restitution.

2. In consideration of the defendant's guilty plea(s), the United States agrees not to further prosecute the defendant in the Eastern District of Tennessee for any other non-tax criminal offenses committed by the defendant that are related to the charges contained in the indictment in this case and that are known to the United States Attorney's Office for the Eastern District of Tennessee at the time this plea agreement is signed by both parties.

The parties anticipate that the defendants will plead guilty in state court to offenses which are tangential to the scheme described herein. Inasmuch as the defendants have agreed to plead guilty to those state offenses, the parties recommend that the court impose concurrent sentences regarding the related state conduct and the anticipated state court sentence.

3. The defendant has read the indictment, discussed the charges and possible defenses with defense counsel, and understands the crime(s) charged. Specifically, the elements of the offense(s) are as follows:

18 U.S.C. § 1343 – Wire Fraud

The Defendant:

- a) Devised a scheme to defraud or obtain money or property by materially false or fraudulent pretenses, representations or promises (or willfully participated in such a scheme with knowledge of its fraudulent nature);
- b) Acted with intent to defraud; and
- c) In advancing or furthering the scheme, transmitted or caused the transmission of any writing, signal, or sound by means of wire, radio, or television communication in interstate commerce.

18 U.S.C. § 1956(h) – Conspiracy to Commit Money Laundering

The Defendant:

- a) Agreed with one or more co-conspirators; to
- b) Conduct a financial transaction over \$10,000 in a financial institution affecting interstate commerce;

- c) Knowing the money came from some kind of criminal offense;
- d) The money was in fact derived from a specified unlawful activity; and
- e) The specified unlawful activity took place in the United States or was conducted by a United States person.

4. In support of the defendant's guilty plea, the defendant agrees and stipulates to the following facts, which satisfy the offense elements. These are the facts submitted for purposes of the defendant's guilty plea. They do not necessarily constitute all of the facts in the case. Other facts may be relevant to sentencing. Both the defendant and the United States retain the right to present additional facts to the Court to ensure a fair and appropriate sentence in this case.

The defendant agrees that the facts set forth in the Information alleging furtherance of the wire fraud scheme (18 U.S.C. § 1343) and the money laundering conspiracy (18 U.S.C. § 1956(h) and 1957) are accurate, true, and correct and there is nothing contained in those facts that is untrue or incorrect.

Specifically, the facts from the Information that support Counts One and Three of the Information to which the defendant is pleading guilty derive from an October 3, 2017 email sent by KARIM SADRUDDIN to SETD, RAHIM SADRUDDIN, and another in the Eastern District of Tennessee and elsewhere, a fraudulent wire transfer record and a fraudulent invoice valued at approximately \$1.4 million purporting to reflect work that had been done on the building and a record reflecting the cost of the purchase of the building valued at \$850,000. This email resulted in a disbursement of funds, on or about November 9, 2017, via checks totaling \$2,256,900 from the IDB to KARIM SADRUDDIN, which he later deposited into TCA's Regions Bank account in Suwanee, Georgia and which KARIM SADRUDDIN and RAHIM SADRUDDIN later used to purchase tarps in the continuation of the scheme to defraud FEMA.

The facts from the Information that support Counts Two and Three of the Information to which the defendant is pleading guilty derive from a June 13, 2018, email from RAHIM SADRUDDIN to a representative of TVA, in the Eastern District of Tennessee, with an attached TVA Performance Grant Agreement, signed by KARIM SADRUDDIN, which falsely represented that prior to April 1, 2018, the defendants had already invested \$17 million of their total \$27 million investment in the Pikeville manufacturing facility. On the same day, RAHIM SADRUDDIN, sent to a representative of TVA, in the Eastern District of Tennessee, a second email with an attached Commercial Operation Date Certification, signed by KARIM SADRUDDIN, which falsely certified that TCA's Pikeville facility had achieved commercial operation on March 1, 2018. These two emails caused TVA to electronically transfer \$230,000 in grant proceeds on July 2, 2018, from a TVA bank account located in the Eastern District of Tennessee, to a TCA account at Regions Bank controlled by the defendants and located in the State of Georgia.

In sum, KARIM SADRUDDIN and RAHIM SADRUDDIN conspired and agreed to participate in a scheme, and did intentionally participate in a scheme to defraud by knowingly making various fraudulent representations via wire (emails and other wire-related representations) to FEMA, TVA, and the state of Tennessee. This resulted in several financial transactions with a value greater than \$10,000 taking place with financial institutions that engage in interstate commerce. KARIM SADRUDDIN and RAHIM SADRUDDIN knew they were using money that came from a specified unlawful activity, and the scheme resulted in a collective loss to the victim entities of between \$3.5 million and \$9.5 million.

Some of these events took place in the Eastern District of Tennessee.

5. The defendant is pleading guilty because the defendant is in fact guilty.

The defendant understands that, by pleading guilty, the defendant is giving up several rights, including:

- a) the right to plead not guilty;
- b) the right to a speedy and public trial by jury;
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- f) the right to testify on one's own behalf, to present evidence in opposition to the charges, and to compel the attendance of witnesses; and
- g) the right not to testify and to have that choice not used against the defendant.

6. The parties agree that the appropriate disposition of this case would be the following as to each count:

- a) The Court may impose any lawful term(s) of imprisonment, any lawful fine(s), and any lawful term(s) of supervised release up to the statutory maximum(s);
- b) The Court will impose special assessment fees as required by law; and
- c) The Court may order forfeiture as applicable and restitution as appropriate.

No promises have been made by any representative of the United States to the defendant as to what the sentence will be in this case. Any estimates or predictions made to the defendant by defense counsel or any other person regarding any potential sentence in this case are not binding on the Court, and may not be used as a basis to rescind this plea agreement or withdraw the defendant's guilty plea(s). The defendant understands that the sentence in this case will be determined by the

Court after it receives the presentence investigation report from the United States Probation Office and any information presented by the parties. The defendant acknowledges that the sentencing determination will be based upon the entire scope of the defendant's criminal conduct, the defendant's criminal history, and pursuant to other factors and guidelines as set forth in the Sentencing Guidelines and the factors set forth in 18 U.S.C. § 3553.

7. Given the defendant's agreement to plead guilty, the United States will not oppose a two-level reduction for acceptance of responsibility under the provisions of Section 3E1.1(a) of the Sentencing Guidelines. Further, if the defendant's offense level is 16 or greater, and the defendant is awarded the two-level reduction pursuant to Section 3E1.1(a), the United States agrees to move, at or before the time of sentencing, the Court to decrease the offense level by one additional level pursuant to Section 3E1.1(b) of the Sentencing Guidelines. Should the defendant engage in any conduct or make any statements that are inconsistent with accepting responsibility for the defendant's offense(s), including violations of conditions of release or the commission of any additional offense(s) prior to sentencing, the United States will be free to decline to make such motion, to withdraw that motion if already made, and to recommend to the Court that the defendant not receive any reduction for acceptance of responsibility under Section 3E1.1 of the Sentencing Guidelines.

8. The defendant agrees to pay the special assessment in this case prior to sentencing.

9. Unless otherwise limited by an agreed preliminary order of forfeiture, the defendant agrees to forfeit to the United States immediately and voluntarily any and all assets and property, or portions thereof, which are in the possession or control of the defendant or the defendant's nominees that constitutes or is derived from, any proceeds obtained, directly or indirectly, as a result of an offense in violation of 18 U.S.C. § 1343. The defendant also agrees to forfeit any property involved

in such offense and any property traceable to such property in violation of 18 U.S.C. §§ 1956(h) and 1957. The defendant agrees to forfeit his interest in the following properties:

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- a) Funds up to the amount of \$808.70 in account number ending in 9351 at SunTrust Bank, account name Fatima Sadruddin;
- b) Funds up to the amount of \$129,080.98 in account number ending in 8758 at SunTrust Bank, account name Fatima Sadruddin;
- c) Funds up to the amount of \$1,003.01 in account number ending in 4083 at SunTrust Bank, account name Fatima Sadruddin "Grocery";
- d) Funds up to the amount of \$1,700.11 in account number ending in 0655 at Wells Fargo Bank, account name Service At Convenience LLC;
- e) Funds up to the amount of \$303.73 in the account of Karim or Rehana K. Sadruddin at Fifth Third Bank, account number ending in 7623; and
- f) Funds up to the amount of \$.91 in the account of Rehana K. Sadruddin at Fifth Third Bank, account number ending in 6407.

CONVEYANCES

A white 2017 Ford F-150 pickup truck, VIN 1FTEW1EG1HFB85829 which was seized from KARIM SADRUDDIN.

REAL PROPERTIES

- a) Real property having a mailing address of 6385 Bellmoore Park Lane, Johns Creek, Georgia 30097, with all appurtenances, improvements, and attachments thereon, which is more fully identified and more particularly described below:

All that tract or parcel of land lying and being in Land Lot 417 of the 1st District, 1st Section, Fulton County, Georgia being Lot 241, The Palisades at Bellmoore Park - Phase II, as shown on plat recorded in Plat Book 380, pages 106-114, Fulton County, Georgia records, which said plat being incorporated herein by reference thereto.

For further reference see Limited Warranty Deed filed and recorded on June 2, 2017, in Deed Book 57578, Page 501, in the Clerk of Superior Court for Fulton County, Georgia, Instrument Number 2017-0195292.

- b) Real property having a mailing address of 11205 Olbrich Trail, Johns Creek, Georgia 30097, with all appurtenances, improvements, and attachments thereon, which is more fully identified and more particularly described below:

All that tract of parcel of land lying and being in Land Lot 417 and 418 of the 1st District, 1st Section, Fulton County, Georgia being Lot 200, The Palisades at Bellmoore Park – Phase III, as shown on plat recorded in Plat Book 387, Pages 69-79, Fulton County, Georgia records.

For further reference see Deed Book 59083, page 208, filed and recorded August 3, 2018 in the Clerk of Superior Court for Fulton County, Georgia, Instrument Number 2018-0217292.

- c) Real property having a mailing address of 132 Ferro Street, Pikeville, TN 37367, with all appurtenances, improvements, and attachments thereon, which is more fully identified and more particularly described below:

To find the true point of beginning, begin at the intersection of the Westerly line of Bledsoe Recreation Center property with the Southern right of way line of Cleveland Street and go, thence South 44°23'17" West and along the Westerly line of Bledsoe Recreation Center property a distance of 755.08 feet to a point; thence South 49°10'55" East along the Southerly line of the Bledsoe Recreation Center property a distance of 778.65 feet to fence corner, said corner also being the Southeast corner of the Bledsoe Recreation Center; thence South 49°4'21" East a distance of 587.73 feet to a point in the Western right of way line of "C" Street; thence South 49°10'39" West along the Western right-of-way line of "C" Street a distance of 156.75 feet to a point; thence North 48°34'21" West and leaving said right of way line a distance of 33.0 feet to a point; thence South 44°9'20" West a distance of 213.66 feet to a wood fence post; thence North 37°17'7" West a distance of 156.96 feet to a fence post; thence South 49°45'17" West a distance of 235.90 feet to a wood fence post; thence 46°53'59" West a distance of 235.90 feet to a wood fence post; thence 46°53'59" West a distance of 1,177.97 feet to a point; thence North 48°20'49" East a distance of 527.47 feet to the Point of Beginning.

Being the same property conveyed to the Grantor by deed of record in Book RB304, Page 108, Register's Office, Bledsoe County, Tennessee.

For further reference see Warranty Deed filed and recorded on July 7, 2017, in Deed Book RB313, Pages 443-448, in the Register of Deed's Office of Bledsoe County, Tennessee, Instrument Number 17115404.

PROCEEDS

Proceeds in the amount of \$1,750,000.00 in U.S. currency, which represents the minimum amount of proceeds the defendant, KARIM SADRUDDIN, personally obtained as a result of an offense in violation of 18 U.S.C. § 1343, and the amount of money involved in the defendant's offense in violation of 18 U.S.C. §§ 1956(h) and 1957.

The defendant further agrees to assist the United States fully in the identification, recovery, and return to the United States of any other assets or portions thereof subject to forfeiture. The defendant further agrees to make a full and complete disclosure of all assets over which the defendant exercises control and those which are held or controlled by a nominee. The defendant agrees to forfeiture of the money judgment as described above and to take whatever steps are necessary to pass clear title of assets to the United States. These steps include, but are not limited to, the surrender of title, the signing of a consent decree of forfeiture, and the signing of any other documents necessary to effectuate such transfers. The defendant agrees not to object to any forfeiture brought against these properties. The defendant agrees to take all such steps to locate such property and to pass title to the United States before the defendant's sentencing.

10. The defendant agrees that the Court shall order restitution, pursuant to any applicable provision of law, for any loss caused to: (1) the victim(s) of any offense charged in this case (including dismissed counts); and (2) the victim(s) of any criminal activity that was part of the same course of conduct or common scheme or plan as the defendant's *charged* offense(s).

11. Financial Obligations. The defendant agrees to pay all fines and restitution imposed by the Court to the Clerk of Court. The defendant also agrees that the full fine and/or restitution amount(s) shall be considered due and payable immediately. If the defendant cannot pay the full amount immediately and is placed in custody or under the supervision of the Probation Office at any time, the defendant agrees that the Bureau of Prisons and the Probation Office will have the authority to establish payment schedules to ensure payment of the fine and/or restitution. The defendant further agrees to cooperate fully in efforts to collect any financial obligation imposed by

the Court by set-off of federal payments, execution on non-exempt property, and any other means the United States deems appropriate. The defendant and counsel also agree that the defendant may be contacted post-judgment regarding the collection of any financial obligation imposed by the Court without notifying the defendant's counsel and outside the presence of the defendant's counsel. In order to facilitate the collection of financial obligations to be imposed with this prosecution, the defendant agrees to disclose fully all assets in which the defendant has any interest or over which the defendant exercises control, directly or indirectly, including those held by a spouse, nominee, or other third party. In furtherance of this agreement, the defendant additionally agrees to the following specific terms and conditions:

a) If so requested by the United States, the defendant will promptly submit a completed financial statement to the U.S. Attorney's Office, in a form it provides and as it directs. The defendant promises that such financial statement and disclosures will be complete, accurate, and truthful.

b) The defendant expressly authorizes the U.S. Attorney's Office to obtain a credit report on the defendant in order to evaluate the defendant's ability to satisfy any financial obligation imposed by the Court.

c) If so requested by the United States, the defendant will promptly execute authorizations on forms provided by the U.S. Attorney's Office to permit the U.S. Attorney's Office to obtain financial and tax records of the defendant.

12. The defendant recognizes that pleading guilty may have consequences with respect to his immigration status if he is not a citizen of the United States. Under federal law, a broad range of crimes are removable offenses, including the offense(s) to which defendant is pleading guilty. Removal and other immigration consequences are the subject of a separate proceeding, however,

and defendant understands that no one, including the defendant's attorney or the district court, can predict to a certainty the effect of this conviction on defendant's immigration status. Defendant nevertheless affirms that he wants to plead guilty regardless of any immigration consequences that his plea may entail, even if the consequence is his automatic removal from the United States.

13. The defendant acknowledges that the principal benefits to the United States of a plea agreement include the conservation of limited government resources and bringing a certain end to the case. Accordingly, in consideration of the concessions made by the United States in this agreement and as a further demonstration of the defendant's acceptance of responsibility for the offense(s) committed, the defendant voluntarily, knowingly, and intentionally agrees to the following:

The defendant will not, whether directly or by a representative, 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. Section 552, or the Privacy Act of 1974, 5 U.S.C. Section 552a.

14. This plea agreement becomes effective once it is signed by the parties and is not contingent on the defendant's entry of a guilty plea. If the United States violates the terms of this plea agreement, the defendant will have the right to withdraw from this agreement. If the defendant violates the terms of this plea agreement in any way (including but not limited to failing to enter guilty plea(s) as agreed herein, moving to withdraw guilty plea(s) after entry, or by violating any court order or any local, state or federal law pending the resolution of this case), then the United States will have the right to void any or all parts of the agreement and may also enforce whatever parts of the agreement it chooses. In addition, the United States may prosecute the defendant for any and all federal crimes that the defendant committed related to this case, including any charges

that were dismissed and any other charges which the United States agreed not to pursue. The defendant expressly waives any statute of limitations defense and any constitutional or speedy trial or double jeopardy defense to such a prosecution. The defendant also understands that a violation of this plea agreement by the defendant does not entitle the defendant to withdraw the defendant's guilty plea(s) in this case.


15. The United States will file a supplement in this case, as required in every case by the Local Rules of the United States District Court for the Eastern District of Tennessee, even though there may or may not be any additional terms. If additional terms are included in the supplement, they are hereby fully incorporated herein.

16. This plea agreement and supplement constitute the full and complete agreement and understanding between the parties concerning the defendant's guilty plea to the above-referenced charge(s), and there are no other agreements, promises, undertakings, or understandings between the defendant and the United States. The parties understand and agree that the terms of this plea agreement can be modified only in writing signed by all of the parties and that any and all other promises, representations, and statements whether made before, contemporaneous with, or after this agreement, are null and void.


[SIGNATURES ON NEXT PAGE]

J. DOUGLAS OVERBEY
UNITED STATES ATTORNEY


22 October 2019
Date

By: 
STEVEN S. NEFF
Assistant United States Attorney

09-04-19
Date


KARIM SADRUDIN
Defendant

9/4/19
Date


EUGENE SHILES
Attorney for the Defendant

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TENNESSEE CHATTANOOGA DIVISION

UNITED STATES OF AMERICA

JUDGMENT IN A CRIMINAL CASE

v.

Case Number: **1:19-CR-00146-TRM-CHS(2)**

RAHIM SADRUDDIN

USM#54727-074

Charles L Davis
Defendant's Attorney

THE DEFENDANT:

- pleaded guilty to count(s): One, Two, and Three of the Information.
- pleaded nolo contendere to count(s) which was accepted by the court.
- was found guilty on count(s) after a plea of not guilty.

ACCORDINGLY, the court has adjudicated that the defendant is guilty of the following offense(s):

Title & Section and Nature of Offense	Date Violation Concluded	Count
18 U.S.C. § 1343 Wire Fraud, involving a Presidentially Declared Major Disaster and Emergency	01/31/2019	1
18 U.S.C. § 1343 Wire Fraud, involving a Presidentially Declared Major Disaster and Emergency	01/31/2019	2
18 U.S.C. § 1956(h) and 18 U.S.C. § 1957 Conspiracy to Commit Money Laundering	01/31/2019	3

The defendant is sentenced as provided in pages 2 through 8 of this judgment. The sentence is imposed pursuant to the Sentencing Reform Act of 1984 and 18 U.S.C. § 3553.

- The defendant has been found not guilty on count(s).
- All remaining count(s) as to this defendant are dismissed upon motion of the United States.

IT IS ORDERED that the defendant shall notify the United States Attorney for this district within 30 days of any change of name, residence, or mailing address until all fines, restitution, costs, and special assessments imposed by this judgment are fully paid. If ordered to pay restitution, the defendant shall notify the court and the United States attorney of any material change in the defendant's economic circumstances.

May 7, 2021

Date of Imposition of Judgment

/s/ Travis R. McDonough

Signature of Judicial Officer

Travis R McDonough, Chief United States District Judge

Name & Title of Judicial Officer

May 20, 2021

Date

DEFENDANT: RAHIM SADRUDDIN
CASE NUMBER: 1:19-CR-00146-TRM-CHS(2)

IMPRISONMENT

The defendant is hereby committed to the custody of the Federal Bureau of Prisons to be imprisoned for a total term of 50 months:

This term consists of 50 months on each of Counts One, Two, and Three of the Information, to be served concurrently.

- The court makes the following recommendations to the Bureau of Prisons:

- The defendant is remanded to the custody of the United States Marshal.
- The defendant shall surrender to the United States Marshal for this district:
 - at 12:00 a.m. p.m. on August 16, 2021
 - as notified by the United States Marshal.
- The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons:
 - before 2 p.m. on .
 - as notified by the United States Marshal.
 - as notified by the Probation or Pretrial Services Office.

RETURN

I have executed this judgment as follows:

Defendant delivered on
to ,
at ,
with a certified copy of this judgment.

UNITED STATES MARSHAL

By _____
DEPUTY UNITED STATES MARSHAL

DEFENDANT: RAHIM SADRUDDIN
CASE NUMBER: 1:19-CR-00146-TRM-CHS(2)

SUPERVISED RELEASE

Upon release from imprisonment, the defendant shall be on supervised release for a term of **five (5) years**. **This term consists of five (5) years on each of Counts One and Two of the Information, and three (3) years on Count Three of the Information, all such terms to be served concurrently.**

MANDATORY CONDITIONS

1. You must not commit another federal, state or local crime.
2. You must not unlawfully possess a controlled substance.
3. You must refrain from any unlawful use of a controlled substance. You must submit to one drug test within 15 days of release from imprisonment and at least two periodic drug tests thereafter, as determined by the court.
 - The above drug testing condition is suspended, based on the court's determination that you pose a low risk of future substance abuse. *(check if applicable)*
4. You must make restitution in accordance with 18 U.S.C. §§ 3663 and 3663A or any other statute authorizing a sentencing of restitution. *(check if applicable)*
5. You must cooperate in the collection of DNA as directed by the probation officer. *(check if applicable)*
6. You must comply with the requirements of the Sex Offender Registration and Notification Act (34 U.S.C. § 20901, et seq.) as directed by the probation officer, the Bureau of Prisons, or any state sex offender registration agency in which you reside, work, are a student, or were convicted of a qualifying offense. *(check if applicable)*
7. You must participate in an approved program for domestic violence. *(check if applicable)*

You must comply with the standard conditions that have been adopted by this court as well as with any other conditions on the attached page.

DEFENDANT: RAHIM SADRUDDIN
CASE NUMBER: 1:19-CR-00146-TRM-CHS(2)

STANDARD CONDITIONS OF SUPERVISION

As part of your supervised release, you must comply with the following standard conditions of supervision. These conditions are imposed because they establish the basic expectations for your behavior while on supervision and identify the minimum tools needed by probation officers to keep informed, report to the court about, and bring about improvements in your conduct and condition.

1. You must report to the probation office in the federal judicial district where you are authorized to reside within 72 hours of your release from imprisonment, unless the probation officer instructs you to report to a different probation office or within a different time frame.
2. After initially reporting to the probation office, you will receive instructions from the court or the probation officer about how and when you must report to the probation officer, and you must report to the probation officer as instructed.
3. You must not knowingly leave the federal judicial district where you are authorized to reside without first getting permission from the court or the probation officer.
4. You must answer truthfully the questions asked by your probation officer.
5. You must live at a place approved by the probation officer. If you plan to change where you live or anything about your living arrangements (such as the people you live with), you must notify the probation officer at least 10 days before the change. If notifying the probation officer in advance is not possible due to unanticipated circumstances, you must notify the probation officer within 72 hours of becoming aware of a change or expected change.
6. You must allow the probation officer to visit you at any time at your home or elsewhere, and you must permit the probation officer to take any items prohibited by the conditions of your supervision that he or she observes in plain view.
7. You must work full time (at least 30 hours per week) at a lawful type of employment, unless the probation officer excuses you from doing so. If you do not have full-time employment you must try to find full-time employment, unless the probation officer excuses you from doing so. If you plan to change where you work or anything about your work (such as your position or your job responsibilities), you must notify the probation officer at least 10 days before the change. If notifying the probation officer at least 10 days in advance is not possible due to unanticipated circumstances, you must notify the probation officer within 72 hours of becoming aware of a change or expected change.
8. You must not communicate or interact with someone you know is engaged in criminal activity. If you know someone has been convicted of a felony, you must not knowingly communicate or interact with that person without first getting the permission of the probation officer.
9. If you are arrested or questioned by a law enforcement officer, you must notify the probation officer within 72 hours.
10. You must not own, possess, or have access to a firearm, ammunition, destructive device, or dangerous weapon (i.e., anything that was designed, or was modified for, the specific purpose of causing bodily injury or death to another person such as nunchakus or tasers).
11. You must not act or make any agreement with a law enforcement agency to act as a confidential human source or informant without first getting the permission of the court.
12. If the probation officer determines that you pose a risk to another person (including an organization), the probation officer may require you to notify the person about the risk and you must comply with that instruction. The probation officer may contact the person and confirm that you have notified the person about the risk.
13. You must follow the instructions of the probation officer related to the conditions of supervision.

U.S. Probation Office Use Only

A U.S. probation officer has instructed me on the mandatory, standard, and any special conditions specified by the court and has provided me with a written copy of this judgment containing these conditions. For further information regarding these conditions, see *Overview of Probation and Supervised Release Conditions*, available at: www.uscourts.gov.

Defendant's Signature _____

Date _____

DEFENDANT: RAHIM SADRUDDIN
CASE NUMBER: 1:19-CR-00146-TRM-CHS(2)

SPECIAL CONDITIONS OF SUPERVISION

1. The defendant shall pay any financial penalty that is imposed by this judgment, and that remains unpaid at the commencement of the term of supervised release.
2. The defendant shall provide the probation officer with access to any requested financial information.
3. The defendant shall not incur new credit charges on existing accounts or apply for additional lines of credit without permission of the probation officer until the restitution has been paid in full. In addition, the defendant shall not enter into any contractual agreements which obligate funds without the permission of the probation officer.
4. The defendant shall submit his property, house, residence, vehicle, papers, [computers (as defined in 18 U.S.C. § 1030(e)(1)), other electronic communications or data storage devices or media,] or office, to a search conducted by a United States Probation Officer or designee. Failure to submit to a search may be grounds for revocation of release. The defendant shall warn any other occupants that the premises may be subject to searches pursuant to this condition. An officer may conduct a search pursuant to this condition only when a reasonable suspicion exists that the defendant has violated a condition of his supervision, and the areas to be searched contain evidence of this violation. Any search must be conducted at a reasonable time and in a reasonable manner.

DEFENDANT: RAHIM SADRUDDIN
CASE NUMBER: 1:19-CR-00146-TRM-CHS(2)

Judgment - Page 6 of 8

CRIMINAL MONETARY PENALTIES

The defendant must pay the total criminal monetary penalties under the Schedule of Payments sheet of this judgment.

	<u>Assessment</u>	<u>Restitution</u>	<u>Fine</u>	<u>AVAA Assessment*</u>	<u>JVTA Assessment **</u>
TOTALS	\$300.00	\$7,005,895.76	\$.00	\$.00	\$.00

- The determination of restitution is deferred until *An Amended Judgment in a Criminal Case (AO245C)* will be entered after such determination.
- The defendant must make restitution (including community restitution) to the following payees in the amount listed below.

If the defendant makes a partial payment, each payee shall receive an approximately proportioned payment, unless specified otherwise in the priority order or percentage payment column below. However, pursuant to 18 U.S.C. § 3664(i), all nonfederal victims must be paid before the United States is paid.

“The United States Attorney’s Office requested that any restitution received be first credited to the State of Tennessee. Once restitution is paid in full to the State of Tennessee, the remaining payments are to be credited proportionally to their compensable injuries for TVA and FEMA”

Restitution of \$7,005,895.76, jointly and severally with co-defendant Karim Sadruddin (1:19-cr-00146-001), to:

FEMA
FEMA FINANCE CENTER
430 MARKET STREET
WINCHESTER, VA 22603

\$3,775,895.76

State of Tennessee - Attorney General’s Office
Post Office Box 2027
Nashville, TN 37202
(615) 532-7405
\$3,000,000.00

TENNESSEE VALLEY AUTHORITY
400 WEST SUMMIT HILL DRIVE
KNOXVILLE, TN 37902

\$230,000.00

- Restitution amount ordered pursuant to plea agreement \$

The defendant must pay interest on restitution and a fine of more than \$2,500, unless the restitution or fine is paid in full before the fifteenth day after the date of the judgment, pursuant to 18 U.S.C. § 3612(f). All of the payment options under the Schedule of Payments sheet of this judgment may be subject to penalties for delinquency and default, pursuant to 18 U.S.C. § 3612(g).

- The court determined that the defendant does not have the ability to pay interest and it is ordered that:
- | | | |
|--|-------------------------------|--|
| <input checked="" type="checkbox"/> the interest requirement is waived for the | <input type="checkbox"/> fine | <input checked="" type="checkbox"/> restitution |
| <input type="checkbox"/> the interest requirement for the | <input type="checkbox"/> fine | <input type="checkbox"/> restitution is modified as follows: |

* Amy, Vicky, and Andy Child Pornography Victim Assistance Act of 2018, Pub. L. No. 115-299.

** Justice for Victims of Trafficking Act of 2015, Pub. L. No. 114-22.

*** Findings for the total amount of losses are required under Chapters 109A, 110, 110A, and 113A of Title 18 for offenses committed on or after September 13, 1994, but before April 23, 1996.

DEFENDANT: RAHIM SADRUDDIN
CASE NUMBER: 1:19-CR-00146-TRM-CHS(2)

Judgment - Page 7 of 8

SCHEDULE OF PAYMENTS

Having assessed the defendant's ability to pay, payment of the total criminal monetary penalties is due as follows:

- A** Lump sum payment of \$300.00 due immediately, balance due
 not later than _____, or
 in accordance with C, D, E, or F below; or
- B** Payment to begin immediately (may be combined with C, D, or F below); or
- C** Payment in equal _____ (*e.g., weekly, monthly, quarterly*) installments of \$ _____ over a period of _____ (*e.g., months or years*), to commence _____ (*e.g., 30 or 60 days*) after the date of this judgment; or
- D** Payment in equal _____ (*e.g., weekly, monthly, quarterly*) installments of \$ _____ over a period of _____ (*e.g., months or years*), to commence _____ (*e.g., 30 or 60 days*) after release from imprisonment to a term of supervision; or
- E** Payment during the term of supervised release will commence within _____ (*e.g., 30 or 60 days*) after release from imprisonment. The court will set the payment plan based on an assessment of the defendant's ability to pay at that time; or
- F** Special instructions regarding the payment of criminal monetary penalties:

It is further ordered that the defendant shall make restitution to the following victims in the following amounts:

State of Tennessee \$3,000,000 (Tennessee)

Tennessee Valley Authority \$230,000.00 (United States)

FEMA 3,775,895.76 (United States)

Total \$7,005,895.76

except that no further payment shall be required after the sum of the amounts actually paid by all defendants has fully covered all of the compensable injuries. The United States Attorney's Office requested that any restitution received be first credited to the State of Tennessee. Once restitution is paid in full to the State of Tennessee, the remaining payments are to be credited proportionally to their compensable injuries for TVA and FEMA.

During the period of incarceration, payment shall be made as follows: (1) if the defendant earns wages in a Federal Prison Industries (UNICOR) job, then the defendant must pay a minimum of 50 percent of wages earned toward the financial obligations imposed by this Order; (2) if the defendant does not work in a UNICOR job, then the defendant must pay a minimum of \$25 per quarter toward the financial obligations imposed in this Order. These payments made while incarcerated do not preclude the government from using other assets or income of the defendant to satisfy his restitution obligation.

Upon release from incarceration, defendant shall pay restitution at the minimum rate of 10 percent of monthly gross income until such time as the Court may alter that payment schedule in the interests of justice.

The government may enforce the full amount of restitution ordered at any time, pursuant to Title 18 U.S.C. §§ 3612, 3613, and 3664(m).

Unless the court has expressly ordered otherwise, if this judgment imposes imprisonment, payment of criminal monetary penalties is due during imprisonment. All criminal monetary penalties, except those payments made through the Federal Bureau of Prisons' Inmate Financial Responsibility Program, are made to **U.S. District Court, 900 Georgia Avenue, Joel W. Solomon Federal Building, United States Courthouse, Chattanooga, TN, 37402**. Payments shall be in the form of a check or a money order, made payable to U.S. District Court, with a notation of the case number including defendant number.

DEFENDANT: RAHIM SADRUDDIN
CASE NUMBER: 1:19-CR-00146-TRM-CHS(2)

The defendant shall receive credit for all payments previously made toward any criminal monetary penalties imposed.

Joint and Several

See above for Defendant and Co-Defendant Names and Case Numbers (*including defendant number*), Total Amount, Joint and Several Amount, and corresponding payee, if appropriate.

Restitution of \$7,005,895.76, jointly and severally with co-defendant Karim Sadruddin (1:19-cr-00146-001), to:

**FEMA
FEMA FINANCE CENTER
430 MARKET STREET
WINCHESTER, VA 22603**

\$3,775,895.76

**State of Tennessee - Attorney General's Office
Post Office Box 2027
Nashville, TN 37202
(615) 532-7405**

\$3,000,000.00

**TENNESSEE VALLEY AUTHORITY
400 WEST SUMMIT HILL DRIVE
KNOXVILLE, TN 37902**

\$230,000.00

- Defendant shall receive credit on his restitution obligation for recovery from other defendants who contributed to the same loss that gave rise to defendant's restitution obligation.
- The defendant shall pay the cost of prosecution.
- The defendant shall pay the following court cost(s):
- The defendant shall forfeit the defendant's interest in the following property to the United States:

Payments shall be applied in the following order: (1) assessment, (2) restitution principal, (3) restitution interest, (4) AVAA assessment, (5) fine principal, (6) fine interest, (7) community restitution, (8) JVTA Assessment, (9) penalties, and (10) costs, including cost of prosecution and court costs.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TENNESSEE CHATTANOOGA DIVISION

UNITED STATES OF AMERICA

JUDGMENT IN A CRIMINAL CASE

v.

Case Number: **1:19-CR-00146-TRM-CHS(1)**

KARIM SADRUDDIN

USM#54726-074

C. Eugene Shiles
Defendant's Attorney

THE DEFENDANT:

- pleaded guilty to count(s): One, Two, and Three of the Information.
- pleaded nolo contendere to count(s) which was accepted by the court.
- was found guilty on count(s) after a plea of not guilty.

ACCORDINGLY, the court has adjudicated that the defendant is guilty of the following offense(s):

Title & Section and Nature of Offense	Date Violation Concluded	Count
18 U.S.C. § 1343 Wire Fraud, involving a Presidentially Declared Major Disaster and Emergency	01/31/2019	1
18 U.S.C. § 1343 Wire Fraud, involving a Presidentially Declared Major Disaster and Emergency	01/31/2019	2
18 U.S.C. § 1956(h) and 18 U.S.C. § 1957 Conspiracy to Commit Money Laundering	01/31/2019	3

The defendant is sentenced as provided in pages 2 through 8 of this judgment. The sentence is imposed pursuant to the Sentencing Reform Act of 1984 and 18 U.S.C. § 3553.

- The defendant has been found not guilty on count(s).
- All remaining count(s) as to this defendant are dismissed upon motion of the United States.

IT IS ORDERED that the defendant shall notify the United States Attorney for this district within 30 days of any change of name, residence, or mailing address until all fines, restitution, costs, and special assessments imposed by this judgment are fully paid. If ordered to pay restitution, the defendant shall notify the court and the United States attorney of any material change in the defendant's economic circumstances.

May 7, 2021

Date of Imposition of Judgment

/s/ Travis R. McDonough

Signature of Judicial Officer

Travis R McDonough, Chief United States District Judge

Name & Title of Judicial Officer

May 20, 2021

Date

DEFENDANT: KARIM SADRUDDIN
CASE NUMBER: 1:19-CR-00146-TRM-CHS(1)

IMPRISONMENT

The defendant is hereby committed to the custody of the Federal Bureau of Prisons to be imprisoned for a total term of 50 months:

This term consists of 50 months on each of Counts One, Two, and Three of the Information, to be served concurrently.

- The court makes the following recommendations to the Bureau of Prisons:
 - The defendant is remanded to the custody of the United States Marshal.
 - The defendant shall surrender to the United States Marshal for this district:
 - at 12:00 a.m. p.m. on August 16, 2021
 - as notified by the United States Marshal.
 - The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons:
 - before 2 p.m. on .
 - as notified by the United States Marshal.
 - as notified by the Probation or Pretrial Services Office.

RETURN

I have executed this judgment as follows:

Defendant delivered on
to ,
at ,
with a certified copy of this judgment.

UNITED STATES MARSHAL

By _____
DEPUTY UNITED STATES MARSHAL

DEFENDANT: KARIM SADRUDDIN
CASE NUMBER: 1:19-CR-00146-TRM-CHS(1)

Judgment - Page 3 of 8

SUPERVISED RELEASE

Upon release from imprisonment, the defendant shall be on supervised release for a term of **five (5) years**. **This term consists of five (5) years on each of Counts One and Two of the Information, and three (3) years on Count Three of the Information, all such terms to be served concurrently.**

MANDATORY CONDITIONS

1. You must not commit another federal, state or local crime.
2. You must not unlawfully possess a controlled substance.
3. You must refrain from any unlawful use of a controlled substance. You must submit to one drug test within 15 days of release from imprisonment and at least two periodic drug tests thereafter, as determined by the court.
 - The above drug testing condition is suspended, based on the court's determination that you pose a low risk of future substance abuse. *(check if applicable)*
4. You must make restitution in accordance with 18 U.S.C. §§ 3663 and 3663A or any other statute authorizing a sentencing of restitution. *(check if applicable)*
5. You must cooperate in the collection of DNA as directed by the probation officer. *(check if applicable)*
6. You must comply with the requirements of the Sex Offender Registration and Notification Act (34 U.S.C. § 20901, et seq.) as directed by the probation officer, the Bureau of Prisons, or any state sex offender registration agency in which you reside, work, are a student, or were convicted of a qualifying offense. *(check if applicable)*
7. You must participate in an approved program for domestic violence. *(check if applicable)*

You must comply with the standard conditions that have been adopted by this court as well as with any other conditions on the attached page.

DEFENDANT: KARIM SADRUDDIN
CASE NUMBER: 1:19-CR-00146-TRM-CHS(1)

Judgment - Page 4 of 8

STANDARD CONDITIONS OF SUPERVISION

As part of your supervised release, you must comply with the following standard conditions of supervision. These conditions are imposed because they establish the basic expectations for your behavior while on supervision and identify the minimum tools needed by probation officers to keep informed, report to the court about, and bring about improvements in your conduct and condition.

1. You must report to the probation office in the federal judicial district where you are authorized to reside within 72 hours of your release from imprisonment, unless the probation officer instructs you to report to a different probation office or within a different time frame.
2. After initially reporting to the probation office, you will receive instructions from the court or the probation officer about how and when you must report to the probation officer, and you must report to the probation officer as instructed.
3. You must not knowingly leave the federal judicial district where you are authorized to reside without first getting permission from the court or the probation officer.
4. You must answer truthfully the questions asked by your probation officer.
5. You must live at a place approved by the probation officer. If you plan to change where you live or anything about your living arrangements (such as the people you live with), you must notify the probation officer at least 10 days before the change. If notifying the probation officer in advance is not possible due to unanticipated circumstances, you must notify the probation officer within 72 hours of becoming aware of a change or expected change.
6. You must allow the probation officer to visit you at any time at your home or elsewhere, and you must permit the probation officer to take any items prohibited by the conditions of your supervision that he or she observes in plain view.
7. You must work full time (at least 30 hours per week) at a lawful type of employment, unless the probation officer excuses you from doing so. If you do not have full-time employment you must try to find full-time employment, unless the probation officer excuses you from doing so. If you plan to change where you work or anything about your work (such as your position or your job responsibilities), you must notify the probation officer at least 10 days before the change. If notifying the probation officer at least 10 days in advance is not possible due to unanticipated circumstances, you must notify the probation officer within 72 hours of becoming aware of a change or expected change.
8. You must not communicate or interact with someone you know is engaged in criminal activity. If you know someone has been convicted of a felony, you must not knowingly communicate or interact with that person without first getting the permission of the probation officer.
9. If you are arrested or questioned by a law enforcement officer, you must notify the probation officer within 72 hours.
10. You must not own, possess, or have access to a firearm, ammunition, destructive device, or dangerous weapon (i.e., anything that was designed, or was modified for, the specific purpose of causing bodily injury or death to another person such as nunchakus or tasers).
11. You must not act or make any agreement with a law enforcement agency to act as a confidential human source or informant without first getting the permission of the court.
12. If the probation officer determines that you pose a risk to another person (including an organization), the probation officer may require you to notify the person about the risk and you must comply with that instruction. The probation officer may contact the person and confirm that you have notified the person about the risk.
13. You must follow the instructions of the probation officer related to the conditions of supervision.

U.S. Probation Office Use Only

A U.S. probation officer has instructed me on the mandatory, standard, and any special conditions specified by the court and has provided me with a written copy of this judgment containing these conditions. For further information regarding these conditions, see *Overview of Probation and Supervised Release Conditions*, available at: www.uscourts.gov.

Defendant's Signature _____

Date _____

DEFENDANT: KARIM SADRUDDIN
CASE NUMBER: 1:19-CR-00146-TRM-CHS(1)

SPECIAL CONDITIONS OF SUPERVISION

1. The defendant shall pay any financial penalty that is imposed by this judgment, and that remains unpaid at the commencement of the term of supervised release.
2. The defendant shall provide the probation officer with access to any requested financial information.
3. The defendant shall not incur new credit charges on existing accounts or apply for additional lines of credit without permission of the probation officer until the restitution has been paid in full. In addition, the defendant shall not enter into any contractual agreements which obligate funds without the permission of the probation officer.
4. The defendant shall submit his property, house, residence, vehicle, papers, [computers (as defined in 18 U.S.C. § 1030(e)(1)), other electronic communications or data storage devices or media,] or office, to a search conducted by a United States Probation Officer or designee. Failure to submit to a search may be grounds for revocation of release. The defendant shall warn any other occupants that the premises may be subject to searches pursuant to this condition. An officer may conduct a search pursuant to this condition only when a reasonable suspicion exists that the defendant has violated a condition of his supervision, and the areas to be searched contain evidence of this violation. Any search must be conducted at a reasonable time and in a reasonable manner.

DEFENDANT: KARIM SADRUDDIN
CASE NUMBER: 1:19-CR-00146-TRM-CHS(1)

Judgment - Page 6 of 8

CRIMINAL MONETARY PENALTIES

The defendant must pay the total criminal monetary penalties under the Schedule of Payments sheet of this judgment.

	<u>Assessment</u>	<u>Restitution</u>	<u>Fine</u>	<u>AVAA Assessment*</u>	<u>JVTA Assessment **</u>
TOTALS	\$300.00	\$7,005,896.76	\$0.00	\$0.00	\$0.00

- The determination of restitution is deferred until *An Amended Judgment in a Criminal Case (AO245C)* will be entered after such determination.
- The defendant must make restitution (including community restitution) to the following payees in the amount listed below.

If the defendant makes a partial payment, each payee shall receive an approximately proportioned payment, unless specified otherwise in the priority order or percentage payment column below. However, pursuant to 18 U.S.C. § 3664(i), all nonfederal victims must be paid before the United States is paid.

“The United States Attorney’s Office requested that any restitution received be first credited to the State of Tennessee. Once restitution is paid in full to the State of Tennessee, the remaining payments are to be credited proportionally to their compensable injuries for TVA and FEMA”

Restitution of \$7,005,896.76, jointly and severally with co-defendant Rahim Sadruddin (1:19-cr-00146-002), to:

FEMA
FEMA FINANCE CENTER
430 MARKET STREET
WINCHESTER, VA 22603

\$3,775,895.76

State of Tennessee – Attorney General’s Office
Post Office Box 20207
Nashville, TN 37202
(615) 532-7405
\$3,000,000.00

TENNESSEE VALLEY AUTHORITY
400 WEST SUMMIT HILL DRIVE
KNOXVILLE, TN 37902

\$230,000.00

- Restitution amount ordered pursuant to plea agreement \$

The defendant must pay interest on restitution and a fine of more than \$2,500, unless the restitution or fine is paid in full before the fifteenth day after the date of the judgment, pursuant to 18 U.S.C. § 3612(f). All of the payment options under the Schedule of Payments sheet of this judgment may be subject to penalties for delinquency and default, pursuant to 18 U.S.C. § 3612(g).

- The court determined that the defendant does not have the ability to pay interest and it is ordered that:
- | | | |
|--|-------------------------------|--|
| <input checked="" type="checkbox"/> the interest requirement is waived for the | <input type="checkbox"/> fine | <input checked="" type="checkbox"/> restitution |
| <input type="checkbox"/> the interest requirement for the | <input type="checkbox"/> fine | <input type="checkbox"/> restitution is modified as follows: |

* Amy, Vicky, and Andy Child Pornography Victim Assistance Act of 2018, Pub. L. No. 115-299.

** Justice for Victims of Trafficking Act of 2015, Pub. L. No. 114-22.

*** Findings for the total amount of losses are required under Chapters 109A, 110, 110A, and 113A of Title 18 for offenses committed on or after September 13, 1994, but before April 23, 1996.

DEFENDANT: KARIM SADRUDDIN
CASE NUMBER: 1:19-CR-00146-TRM-CHS(1)

Judgment - Page 7 of 8

SCHEDULE OF PAYMENTS

Having assessed the defendant's ability to pay, payment of the total criminal monetary penalties is due as follows:

- A** Lump sum payment of \$300.00 due immediately, balance due
 not later than _____, or
 in accordance with C, D, E, or F below; or
- B** Payment to begin immediately (may be combined with C, D, or F below); or
- C** Payment in equal _____ (*e.g., weekly, monthly, quarterly*) installments of \$ _____ over a period
of _____ (*e.g., months or years*), to commence _____ (*e.g., 30 or 60 days*) after the date of this judgment; or
- D** Payment in equal _____ (*e.g., weekly, monthly, quarterly*) installments of \$ _____ over a period
of _____ (*e.g., months or years*), to commence _____ (*e.g., 30 or 60 days*) after release from imprisonment to a term of
supervision; or
- E** Payment during the term of supervised release will commence within _____ (*e.g., 30 or 60 days*) after release from
imprisonment. The court will set the payment plan based on an assessment of the defendant's ability to pay at that time; or
- F** Special instructions regarding the payment of criminal monetary penalties:

It is further ordered that the defendant shall make restitution to the following victims in the following amounts:

State of Tennessee \$3,000,000 (Tennessee)

Tennessee Valley Authority \$230,000.00 (United States)

FEMA 3,775,895.76 (United States)

Total \$7,005,895.76

except that no further payment shall be required after the sum of the amounts actually paid by all defendants has fully covered all of the compensable injuries. The United States Attorney's Office requested that any restitution received be first credited to the State of Tennessee. Once restitution is paid in full to the State of Tennessee, the remaining payments are to be credited proportionally to their compensable injuries for TVA and FEMA.

During the period of incarceration, payment shall be made as follows: (1) if the defendant earns wages in a Federal Prison Industries (UNICOR) job, then the defendant must pay a minimum of 50 percent of wages earned toward the financial obligations imposed by this Order; (2) if the defendant does not work in a UNICOR job, then the defendant must pay a minimum of \$25 per quarter toward the financial obligations imposed in this Order. These payments made while incarcerated do not preclude the government from using other assets or income of the defendant to satisfy his restitution obligation.

Upon release from incarceration, defendant shall pay restitution at the minimum rate of 10 percent of monthly gross income until such time as the Court may alter that payment schedule in the interests of justice.

The government may enforce the full amount of restitution ordered at any time, pursuant to Title 18 U.S.C. §§ 3612, 3613, and 3664(m).

Unless the court has expressly ordered otherwise, if this judgment imposes imprisonment, payment of criminal monetary penalties is due during imprisonment. All criminal monetary penalties, except those payments made through the Federal Bureau of Prisons' Inmate Financial Responsibility Program, are made to **U.S. District Court, 900 Georgia Avenue, Joel W. Solomon Federal Building, United States Courthouse, Chattanooga, TN, 37402**. Payments shall be in the form of a check or a money order, made payable to U.S. District Court, with a notation of the case number including defendant number.

DEFENDANT: KARIM SADRUDDIN
CASE NUMBER: 1:19-CR-00146-TRM-CHS(1)

The defendant shall receive credit for all payments previously made toward any criminal monetary penalties imposed.

Joint and Several

See above for Defendant and Co-Defendant Names and Case Numbers (*including defendant number*), Total Amount, Joint and Several Amount, and corresponding payee, if appropriate.

Restitution of \$7,005,896.76, jointly and severally with co-defendant Rahim Sadruddin (1:19-cr-00146-002), to:

**FEMA
FEMA FINANCE CENTER
430 MARKET STREET
WINCHESTER, VA 22603**

\$3,775,895.76

**State of Tennessee – Attorney General’s Office
Post Office Box 20207
Nashville, TN 37202
\$3,000,000.00**

**TENNESSEE VALLEY AUTHORITY
400 WEST SUMMIT HILL DRIVE
KNOXVILLE, TN 37902**

\$230,000.00

- Defendant shall receive credit on his restitution obligation for recovery from other defendants who contributed to the same loss that gave rise to defendant's restitution obligation.
- The defendant shall pay the cost of prosecution.
- The defendant shall pay the following court cost(s):
- The defendant shall forfeit the defendant’s interest in the following property to the United States:

Payments shall be applied in the following order: (1) assessment, (2) restitution principal, (3) restitution interest, (4) AVAA assessment, (5) fine principal, (6) fine interest, (7) community restitution, (8) JVTA Assessment, (9) penalties, and (10) costs, including cost of prosecution and court costs.


CRIMINAL INFORMATION

STATE OF TENNESSEE

COUNTY OF BLEDSOE

CIRCUIT COURT, BLEDSOE COUNTY

J. Michael Taylor, being the elected District Attorney General for **Bledsoe** County, Tennessee, acting under the authority of Section 40-3-103, *Tennessee Code Annotated*, charges that **Karim Sadruddin** in the said County and State aforesaid, to wit: On the 31st day of January, 2019, and prior to this Criminal Information, did unlawfully, knowingly obtain control of or exercise control over **property**, being the personal goods and property of another without the owner's effective consent and with the intent to deprive the true owner thereof, the value of said personal goods and property being over **\$60,000.00**, in violation of T.C.A. 39-14-103, all of which is against the peace and dignity of the State of Tennessee.



J. Michael Taylor, District Attorney General
12th Judicial District

No. 2021-CR-3

STATE OF TENNESSEE

WAIVER OF INDICTMENT

VS.

KARIM SADRUDDIN

Karim Sadruddin

defendant named herein who is accused of
Theft of Property over \$60,000
being advised of the nature of the charge and
of his right to have said charge heard by a
Grand Jury of his peers, hereby waives in
open court prosecution by indictment or
presentment and consents and agrees that the
proceeding may be by criminal information,
this 28th day of June, 2021.

WITNESSES:

Keith Herron

=====

By order of **J. MICHAEL TAYLOR,**
DISTRICT ATTORNEY GENERAL


_____ DEFENDANT

Filed 28 day of June, 2021


_____ CLERK

Keith Herron, PROSECUTOR


_____ ATTORNEY FOR DEFENDANT

Karim Sadrudin
DEFENDANT

CASE NO. 2021-CR-3

PLEA OF GUILTY AND ACKNOWLEDGMENT AND WAIVER OF RIGHTS

The above defendant, in his/her proper person and with his/her counsel, if represented, comes before the Court and represents and states that he/she has been fully advised by counsel, the Honorable Gene Shiles, of the following; and/or has read this document and fully understands the following:

1. The nature and elements of the charge(s) against him/her as set forth in the charging documents(s); the State's burden of proof; the defenses available to him/her, if any; and the range of possible punishment, if found guilty of said charges(s).
2. His/her right to the assistance of an attorney at all stages of this case, and if necessary, an attorney will be appointed to represent him/her.
3. His/her right to plead not guilty; his/her right to a speedy trial; his/her right to trial by jury, including the right to have a jury impose a fine in excess of \$50.00; his/her right to have a jury make a finding on applicable sentencing enhancement factors; and also the right to appeal any adverse verdict at trial.
4. His/her right to confront witnesses and cross-examine all witnesses who might testify against him/her at trial and to have compulsory process for obtaining witnesses in his/her favor.
5. His/her right to not testify and the fact that this right could not be held against him/her should he/she exercise the same, but that upon entry of a plea of guilty in this case, this right or privilege against self-incrimination is also waived.
6. That upon a plea of guilty in this case, there will not be a further trial of any kind except to determine the sentence, so that by pleading guilty he/she waives the right to a trial.
7. That upon a plea of guilty in this case, the Court may ask him/her questions under oath, and his/her answers may later be used against him/her in a prosecution for perjury.
8. That evidence of prior conviction(s) may be presented to the Judge for consideration in determining the punishment in this case; and that the conviction(s), resulting from the plea(s) of guilty to the offense(s) set forth below may be used to enhance the offense charged and/or the punishment for the same in subsequent criminal proceedings against him/her.
9. That upon a plea of guilty to the offense of domestic violence assault or a plea of guilty to any felony, the possession or purchase of a firearm may henceforth be a federal criminal offense and may also be a state criminal offense.
10. That upon a plea of guilty to certain sex offenses, the defendant will be required to comply with requirements set out in the Tennessee Sexual Offender and Violent Sexual Offender Registration, Verification, and Tracking Act found at TCA 40-39-201, et seq. The defendant acknowledges that he/she has been informed whether the Sex Offender Registration law and requirements apply to this guilty plea.
11. That upon a plea of guilty to certain sex offenses, the defendant will be required to comply with requirements set out in the Community Supervision For Life statute found at TCA 39-13-524, et seq. The defendant acknowledges that he/she has been informed whether Community Supervision For Life applies to this guilty plea.
12. That upon a plea of guilty in this case, the defendant waives any right to be indicted on any factual issue which may establish the proper punishment in this case. The defendant waives any right to have a jury determine any factual issue that may establish the punishment in this case and waives any right to have any fact that may establish the punishment in this case proven by the State beyond a reasonable doubt. The defendant consents to have his/her sentence in this case determined by the Court, rather than a jury; and that the standard of proof that will apply is a "preponderance of the evidence".

AFTER being so informed of all of the foregoing and the same being fully explained by the Court in the presence of defendant's counsel, if represented; the defendant states that he/she understands all of his/her Constitutional Rights and/or other rights, he/she knowingly waives all of the above stated rights and still desires, with the agreement of his/her attorney, if represented, and with the concurrence of the District Attorney General, to freely, voluntarily and knowingly enter a plea of guilty to the offense(s) of:

Theft (60,000 OR MORE TCAS 39-14-103 (B Felony))

and that he/she elects to waive a jury trial for any purpose and desires to submit the case to the Court without intervention of a jury pursuant to the applicable Tennessee statutes/rules as to the questions of guilt and punishment. The defendant further agrees to accept the punishment recommended by the State or to be imposed by the Court and agrees that the facts of this case as stated by the District Attorney General are to be stipulated as being the substantial facts and evidence in this case which establish a factual basis for the defendant's plea of guilty and may be considered by the Court as such facts and evidence. The defendant represents and states to the Court that he/she has entered this plea of guilty freely, knowingly and voluntarily; that he/she has not been promised anything to induce this guilty plea; nor has he/she been threatened, unduly pressured, intimidated or forced in any way to make him/her enter this guilty plea. The defendant also represents and states to the Court that he/she has considered, and if represented, he/she has discussed with his/her attorney of record, the facts and law relative to this case. The defendant, if represented, acknowledges that his/her attorney is thoroughly competent and has fully protected all of his/her rights. The defendant further represents and states to the Court that he/she does not desire to file a motion for a new trial or file an appeal in this cause and agrees, upon conferring with counsel if represented, that there is no basis for an appeal as there are no errors in the record in this case.

This the 28th day of June, 20 21

[Signature]
Defendant

[Signature]
Attorney for Defendant

[Signature]
Assistant District Attorney

CERTIFICATE OF JUDGE

I hereby certify that the above named defendant, being represented by the above named attorney, a member in good standing of the Tennessee Bar, entered a plea of guilty disposing of this cause without intervention of a trial jury pursuant to the applicable statutes/rules to the offense(s) as shown above after a full explanation of his/her rights was made to him/her in open Court and a knowing and voluntary waiver of those rights.

This the _____ day of _____, 20 _____

[Signature]
(Circuit Judge)

IN THE CRIMINAL/CIRCUIT COURT FOR BLEDSOE COUNTY, TENNESSEE

Case Number: 2021-CR-3 Count#: I Counsel for the State: CARA R. SAPP
 Judicial District: 12th Judicial Division: _____ Counsel for the Defendant: GENE SHILES
 Co-Counsel for the Defendant: _____
 Retained Pub Def Appt Private Atty Appt
 Counsel Waived Pro Se

State of Tennessee vs.

Defendant: KARIM SADRUDDIN Alias: _____ Date of Birth: [REDACTED] Sex: M
 Race: Caucasian SSN: [REDACTED] Driver License #: _____ Issuing State: _____
 State ID #: _____ County Offender ID # (if applicable): _____ TDOC _____
 Relationship to Victim: _____ Victim's Age: _____
 State Control #: _____ Arrest Date: _____ Indictment Filing Date: _____

JUDGMENT Original Amended Corrected

Come the parties for entry of judgment.

On the 28th day of June 2021 The defendant:

Pled Guilty
 Pled Nolo Contendere
 Pled Guilty – Certified Question Findings
 Incorporated by Reference
 Dismissed
 Nolle Prosequi with costs
 Nolle Prosequi without costs
 Is found: Guilty Not Guilty
 Not Guilty by Reason of Insanity
 Jury Verdict
 Bench Trial Merged with Count: _____

Indictment: Class (circle one) 1st A B C D E Felony Misdemeanor
 Indicted Offense Name: THEFT (\$60,000 OR MORE)
 Indicted Offense TCA §: 39-14-103
 Amended Offense Name: _____
 Amended Offense TCA §: _____
 Offense Date: 1/31/2019 County of Offense: BLEDSOE
 Conviction Offense Name: THEFT (\$60,000 OR MORE)
 Conviction Offense TCA §: 39-14-103
Conviction: Class (circle one) 1st A B C D E Felony Misdemeanor
 Sentence Imposed Date: 8/16/2021

After considering the evidence, the entire record, and in the case of sentencing, all factors in Tennessee Code Annotated Title 40, Chapter 35, all of which are incorporated by reference herein, it is ORDERED and ADJUDGED that the conviction described above is imposed hereby and that a sentence and costs are imposed as follows:

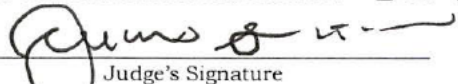
Offender Status (Check One)	Release Eligibility for Felony Offense (Check One)	
<input type="checkbox"/> Mitigated	<input type="checkbox"/> Mitigated 20% <input type="checkbox"/> § 40-35-501(i) 100%	<input type="checkbox"/> Agg Rob 85%
<input checked="" type="checkbox"/> Standard	<input type="checkbox"/> Mitigated 30% <input type="checkbox"/> Multiple Rapist 100%	<input type="checkbox"/> Agg Rob w/Prior 100%
<input type="checkbox"/> Multiple	<input checked="" type="checkbox"/> Standard 30% <input type="checkbox"/> Child Rapist 100%	<input type="checkbox"/> § 39-17-1324(a), (b) 100%
<input type="checkbox"/> Persistent	<input type="checkbox"/> Multiple 35% <input type="checkbox"/> Agg Rapist 100%	<input type="checkbox"/> Mult § 39-17-1324(j) 100%
<input type="checkbox"/> Career	<input type="checkbox"/> Persistent 45% <input type="checkbox"/> Child Predator 100%	<input type="checkbox"/> Agg Assault w/Death 75%
	<input type="checkbox"/> Career 60% <input type="checkbox"/> § 39-13-518 100%	<input type="checkbox"/> Att 1 st Deg Murder w/SBI 85%
		<input type="checkbox"/> Agg Child Neg/En 70%
		<input type="checkbox"/> Agg Child Neg/En 85%
		<input type="checkbox"/> Agg Vehicular Homicide 60%
		<input type="checkbox"/> Carjacking 75%
		<input type="checkbox"/> §40-35-501(u) 85%

1st Degree Murder
 Pre-1989
 Reform Act 1989
 Drug Free Zone
 Gang Related
 Repeat Violent Off

Concurrent with:
USDC # 1:19-CR-00146-TRM-CHS(1)
Consecutive to:

Pretrial Jail Credit Period(s):
 From _____ to _____ From _____ to _____
 From _____ to _____ From _____ to _____
It is not the intent of the court for duplication of Jail Credit to be applied to consecutive sentences

Sentenced To: TDOC County Jail Workhouse
Sentence Length: 8 Years _____ Months _____ Days _____ Hours Life Life w/out Parole Death
 Mandatory Minimum Sentence Length: _____
 § 39-17-417, 39-13-513, 39-13-514, or 39-17-432 in Prohibited Zone
 § 55-10-401 DUI 4th Offense
 § 39-17-1324 Possession/Employment of Firearm
 § 40-39-208, -211 Violation of Sex Offender Registry
 Meth §§ (39-17-434, -417, -418)
 Period of incarceration to be served prior to release on probation or Community Corrections: _____ Months _____ Days _____ Hours
 Minimum service prior to eligibility for work release, furlough, trusty status and rehabilitative programs: _____% (Misdemeanor Only)

Alternative Sentence: Sup Prob Unsup Prob Comm Corr Prob Sup By Comm. Corr (CHECK ONE BOX)
 _____ Years _____ Months _____ Days Effective: _____
 WAS DRUG/RECOVERY COURT ORDERED AS A CONDITION OF THE ALTERNATIVE SENTENCE? Yes No
Hon. J. Curtis Smith Judge's Name  Judge's Signature

IN THE CRIMINAL/CIRCUIT COURT FOR BLEDSOE COUNTY, TENNESSEE

Case Number: 2021-CR-3 Count#: I
 Judicial District: 12th Judicial Division: _____

State of Tennessee
vs.

Defendant: KARIM SADRUDDIN Alias: _____ Date of Birth: [REDACTED] Sex: M
 Race: _____ SSN: [REDACTED]

CONTINUATION OF JUDGMENT Original Amended Corrected

Court Ordered Fees and Fines:	Costs to be Paid by
\$ _____ Court Costs	<input checked="" type="checkbox"/> Defendant <input type="checkbox"/> State
\$ _____ Fine Assessed	
\$ _____ Traumatic Brain Injury Fund (68-55-301 et seq.)	
\$ _____ Drug Testing Fund (TN Drug Control Act)	
\$ _____ CICF	
\$ _____ Sex Offender Tax	
\$ _____ Other: _____	




Restitution:	Victim Name <u>STATE OF TENNESSEE</u> Address _____ _____ Total Amount \$ <u>3,000,000.00</u> Per Month \$ _____
<input type="checkbox"/> Unpaid Community Service:	_____ Hours _____ Days _____ Weeks _____ Months

- The Defendant having been found guilty is rendered infamous and ordered to provide a biological specimen for the purpose of DNA analysis.
- Pursuant to 39-13-521, the defendant is ordered to provide a biological specimen for the purpose of HIV testing.
- Pursuant to 39-13-524 or 39-13-518, the defendant is sentenced to community supervision for life following sentence expiration.
- Pursuant to Title 68, Chapter 11, Part 10, 71-6-117, or 71-6-119, the clerk shall forward this judgment to the Department of Health.

Special Conditions:

Restitution may be paid directly to the State of Tennessee through the terms set forth in the Federal Criminal Plea entered in case # 1: 19-CR-00146-TRM-CHS (2). The restitution may be converted to a Civil Judgment.

Defendant shall report to Federal Custody on August 16, 2021 to serve this sentence concurrently with the Federal Sentence. Should the Federal sentence be converted to a suspended sentence, this sentence shall also be converted to a suspended sentence to be served on supervised probation through the Federal Courts.

<u>Hon. J. Curtis Smith</u> Judge's Name	 Judge's Signature	<u>6/28/2021</u> Date of Entry of Judgment	
 Counsel for State/Signature (optional)	 Defendant/Defendant's Counsel/Signature (optional)		

I _____, clerk, hereby certify that, before entry by the court, a copy of this judgment was made available to the party or parties who did not provide a signature above.

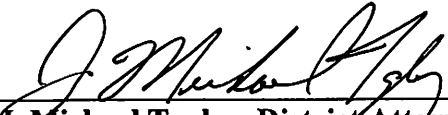
CRIMINAL INFORMATION

STATE OF TENNESSEE

COUNTY OF BLEDSOE

CIRCUIT COURT, BLEDSOE COUNTY

J. Michael Taylor, being the elected District Attorney General for **Bledsoe** County, Tennessee, acting under the authority of Section 40-3-103, *Tennessee Code Annotated*, charges that **Rahim Sadruddin** in the said County and State aforesaid, to wit: On the 31st day of January, 2019, and prior to this Criminal Information, did unlawfully, knowingly obtain control of or exercise control over **property**, being the personal goods and property of another without the owner's effective consent and with the intent to deprive the true owner thereof, the value of said personal goods and property being over **\$60,000.00**, in violation of **T.C.A. 39-14-103**, all of which is against the peace and dignity of the State of Tennessee.



J. Michael Taylor, District Attorney General
12th Judicial District

No. 2021-CR- 2

STATE OF TENNESSEE

WAIVER OF INDICTMENT

VS.

RAHIM SADRUDDIN

Rahim Sadruddin

defendant named herein who is accused of
Theft of Property over \$60,000
being advised of the nature of the charge and
of his right to have said charge heard by a
Grand Jury of his peers, hereby waives in
open court prosecution by indictment or
presentment and consents and agrees that the
proceeding may be by criminal information,
this 28th day of June, 2021.

WITNESSES:

Keith Herron

=====

By order of **J. MICHAEL TAYLOR,**
DISTRICT ATTORNEY GENERAL

Filed 28 day of June, 2021

Keith Herron, PROSECUTOR

DEFENDANT

CLERK

ATTORNEY FOR DEFENDANT

IN THE CRIMINAL/CIRCUIT COURT FOR BLEDSOE COUNTY, TENNESSEE

Case Number: 2021-CR-2 Count#: I Counsel for the State: CARA R. SAPP
 Judicial District: 12th Judicial Division: _____ Counsel for the Defendant: LEE DAVIS
 Co-Counsel for the Defendant: _____
 Retained Pub Def Appt Private Atty Appt
 Counsel Waived Pro Se

State of Tennessee
vs.

Defendant: RAHIM SADRUDDIN Alias: _____ Date of Birth: _____ Sex: Male
 Race: CAUCASIAN SSN: _____ Driver License #: _____ Issuing State: _____
 State ID #: _____ County Offender ID # (if applicable): _____ TDOC _____
 Relationship to Victim: _____ Victim's Age: _____
 State Control #: _____ Arrest Date: _____ Indictment Filing Date: _____

JUDGMENT Original Amended Corrected

Come the parties for entry of judgment.

On the 28th day of June 2021 The defendant:

Pled Guilty
 Pled Nolo Contendere
 Pled Guilty – Certified Question Findings
 Incorporated by Reference
 Dismissed
 Nolle Prosequi with costs
 Nolle Prosequi without costs
 Is found: Guilty Not Guilty
 Not Guilty by Reason of Insanity
 Jury Verdict
 Bench Trial Merged with Count: _____

Indictment: Class (circle one) 1st A B C D E Felony Misdemeanor
 Indicted Offense Name: THEFT (\$60,000 OR MORE)
 Indicted Offense TCA §: 39-14-103
 Amended Offense Name: _____
 Amended Offense TCA §: _____
 Offense Date: 1/31/2019 County of Offense: BLEDSOE
 Conviction Offense Name: THEFT (\$60,000 OR MORE)
 Conviction Offense TCA §: 39-14-103
Conviction: Class (circle one) 1st A B C D E Felony Misdemeanor
 Sentence Imposed Date: 8/16/2021

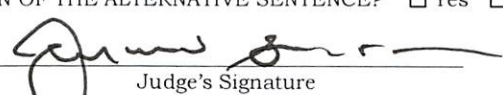
After considering the evidence, the entire record, and in the case of sentencing, all factors in Tennessee Code Annotated Title 40, Chapter 35, all of which are incorporated by reference herein, it is ORDERED and ADJUDGED that the conviction described above is imposed hereby and that a sentence and costs are imposed as follows:

Offender Status (Check One)	Release Eligibility for Felony Offense (Check One)	
<input type="checkbox"/> Mitigated <input checked="" type="checkbox"/> Standard <input type="checkbox"/> Multiple <input type="checkbox"/> Persistent <input type="checkbox"/> Career	<input type="checkbox"/> Mitigated 20% <input type="checkbox"/> Mitigated 30% <input checked="" type="checkbox"/> Standard 30% <input type="checkbox"/> Multiple 35% <input type="checkbox"/> Persistent 45% <input type="checkbox"/> Career 60%	<input type="checkbox"/> § 40-35-501(i) 100% <input type="checkbox"/> Multiple Rapist 100% <input type="checkbox"/> Child Rapist 100% <input type="checkbox"/> Agg Rapist 100% <input type="checkbox"/> Child Predator 100% <input type="checkbox"/> § 39-13-518 100%
	<input type="checkbox"/> § 40-35-501(i) 100% <input type="checkbox"/> Multiple Rapist 100% <input type="checkbox"/> Child Rapist 100% <input type="checkbox"/> Agg Rapist 100% <input type="checkbox"/> Child Predator 100% <input type="checkbox"/> § 39-13-518 100%	<input type="checkbox"/> Agg Rob 85% <input type="checkbox"/> Agg Rob w/Prior 100% <input type="checkbox"/> § 39-17-1324(a), (b) 100% <input type="checkbox"/> Mult § 39-17-1324(j) 100% <input type="checkbox"/> Agg Assault w/Death 75% <input type="checkbox"/> Att 1 st Deg Murder w/SBI 85%
		<input type="checkbox"/> Agg Child Neg/En 70% <input type="checkbox"/> Agg Child Neg/En 85% <input type="checkbox"/> Agg Vehicular Homicide 60% <input type="checkbox"/> Carjacking 75% <input type="checkbox"/> §40-35-501(u) 85%

1st Degree Murder
 Pre-1989
 Reform Act 1989
 Drug Free Zone
 Gang Related
 Repeat Violent Off

Concurrent with:
 USDC # 1:19-CR-00146-TRM-CHS(2)
Consecutive to:

Pretrial Jail Credit Period(s):
 From _____ to _____ From _____ to _____
 From _____ to _____ From _____ to _____
 From _____ to _____ From _____ to _____
It is not the intent of the court for duplication of Jail Credit to be applied to consecutive sentences

Sentenced To: TDOC County Jail Workhouse
Sentence Length: 8 Years _____ Months _____ Days _____ Hours Life Life w/out Parole Death
 Mandatory Minimum Sentence Length: _____
 § 39-17-417, 39-13-513, 39-13-514, or 39-17-432 in Prohibited Zone
 § 55-10-401 DUI 4th Offense
 § 39-17-1324 Possession/Employment of Firearm
 § 40-39-208, -211 Violation of Sex Offender Registry
 Meth §§ (39-17-434, -417, -418)
 Period of incarceration to be served prior to release on probation or Community Corrections: _____ Months _____ Days _____ Hours
 Minimum service prior to eligibility for work release, furlough, trusty status and rehabilitative programs: _____% (Misdemeanor Only)
Alternative Sentence: Sup Prob Unsup Prob Comm Corr Prob Sup By Comm. Corr (CHECK ONE BOX)
 _____ Years _____ Months _____ Days Effective: _____
 WAS DRUG/RECOVERY COURT ORDERED AS A CONDITION OF THE ALTERNATIVE SENTENCE? Yes No
Hon. J. Curtis Smith
 Judge's Name  Judge's Signature

VS

Rahim Sadruddin
DEFENDANT

CASE NO. 2021-CR-2

PLEA OF GUILTY AND ACKNOWLEDGMENT AND WAIVER OF RIGHTS

The above defendant, in his/her proper person and with his/her counsel, if represented, comes before the Court and represents and states that he/she has been fully advised by counsel, the Honorable Lee Davis, of the following; and/or has read this document and fully understands the following:



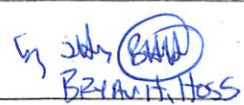

1. The nature and elements of the charge(s) against him/her as set forth in the charging documents(s); the State's burden of proof; the defenses available to him/her, if any; and the range of possible punishment, if found guilty of said charges(s).
2. His/her right to the assistance of an attorney at all stages of this case, and if necessary, an attorney will be appointed to represent him/her.
3. His/her right to plead not guilty; his/her right to a speedy trial; his/her right to trial by jury, including the right to have a jury impose a fine in excess of \$50.00; his/her right to have a jury make a finding on applicable sentencing enhancement factors; and also the right to appeal any adverse verdict at trial.
4. His/her right to confront witnesses and cross-examine all witnesses who might testify against him/her at trial and to have compulsory process for obtaining witnesses in his/her favor.
5. His/her right to not testify and the fact that this right could not be held against him/her should he/she exercise the same, but that upon entry of a plea of guilty in this case, this right or privilege against self-incrimination is also waived.
6. That upon a plea of guilty in this case, there will not be a further trial of any kind except to determine the sentence, so that by pleading guilty he/she waives the right to a trial.
7. That upon a plea of guilty in this case, the Court may ask him/her questions under oath, and his/her answers may later be used against him/her in a prosecution for perjury.
8. That evidence of prior conviction(s) may be presented to the Judge for consideration in determining the punishment in this case; and that the conviction(s), resulting from the plea(s) of guilty to the offense(s) set forth below may be used to enhance the offense charged and/or the punishment for the same in subsequent criminal proceedings against him/her.
9. That upon a plea of guilty to the offense of domestic violence assault or a plea of guilty to any felony, the possession or purchase of a firearm may henceforth be a federal criminal offense and may also be a state criminal offense.
10. That upon a plea of guilty to certain sex offenses, the defendant will be required to comply with requirements set out in the Tennessee Sexual Offender and Violent Sexual Offender Registration, Verification, and Tracking Act found at TCA 40-39-201, et seq. The defendant acknowledges that he/she has been informed whether the Sex Offender Registration law and requirements apply to this guilty plea.
11. That upon a plea of guilty to certain sex offenses, the defendant will be required to comply with requirements set out in the Community Supervision For Life statute found at TCA 39-13-524, et seq. The defendant acknowledges that he/she has been informed whether Community Supervision For Life applies to this guilty plea.
12. That upon a plea of guilty in this case, the defendant waives any right to be indicted on any factual issue which may establish the proper punishment in this case. The defendant waives any right to have a jury determine any factual issue that may establish the punishment in this case and waives any right to have any fact that may establish the punishment in this case proven by the State beyond a reasonable doubt. The defendant consents to have his/her sentence in this case determined by the Court, rather than a jury; and that the standard of proof that will apply is a "preponderance of the evidence".

AFTER being so informed of all of the foregoing and the same being fully explained by the Court in the presence of defendant's counsel, if represented; the defendant states that he/she understands all of his/her Constitutional Rights and/or other rights, he/she knowingly waives all of the above stated rights and still desires, with the agreement of his/her attorney, if represented, and with the concurrence of the District Attorney General, to freely, voluntarily and knowingly enter a plea of guilty to the offense(s) of:

Theft \$60,000 or More TCA § 39-14-103 (B Felony)

and that he/she elects to waive a jury trial for any purpose and desires to submit the case to the Court without intervention of a jury pursuant to the applicable Tennessee statutes/rules as to the questions of guilt and punishment. The defendant further agrees to accept the punishment recommended by the State or to be imposed by the Court and agrees that the facts of this case as stated by the District Attorney General are to be stipulated as being the substantial facts and evidence in this case which establish a factual basis for the defendant's plea of guilty and may be considered by the Court as such facts and evidence. The defendant represents and states to the Court that he/she has entered this plea of guilty freely, knowingly and voluntarily; that he/she has not been promised anything to induce this guilty plea; nor has he/she been threatened, unduly pressured, intimidated or forced in any way to make him/her enter this guilty plea. The defendant also represents and states to the Court that he/she has considered, and if represented, he/she has discussed with his/her attorney of record, the facts and law relative to this case. The defendant, if represented, acknowledges that his/her attorney is thoroughly competent and has fully protected all of his/her rights. The defendant further represents and states to the Court that he/she does not desire to file a motion for a new trial or file an appeal in this cause and agrees, upon conferring with counsel if represented, that there is no basis for an appeal as there are no errors in the record in this case.

This the 28th day of June, 2021

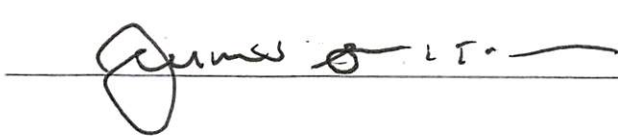





Defendant Attorney for Defendant Assistant District Attorney

CERTIFICATE OF JUDGE

I hereby certify that the above named defendant, being represented by the above named attorney, a member in good standing of the Tennessee Bar, entered a plea of guilty disposing of this cause without intervention of a trial jury pursuant to the applicable statutes/rules to the offense(s) as shown above after a full explanation of his/her rights was made to him/her in open Court and a knowing and voluntary waiver of those rights.

This the _____ day of _____, 20_____



 _____ (Circuit Judge)

IN THE CRIMINAL/CIRCUIT COURT FOR BLEDSOE COUNTY, TENNESSEE

Case Number: 2021-CR-2 Count#: I
 Judicial District: 12th Judicial Division: _____

State of Tennessee

vs.
Defendant: _____ Alias: _____ Date of Birth: _____ Sex: Male
 Race: _____ SSN: _____

CONTINUATION OF JUDGMENT Original Amended Corrected

Court Ordered Fees and Fines:	Costs to be Paid by
\$ _____ Court Costs	<input checked="" type="checkbox"/> Defendant <input type="checkbox"/> State
\$ _____ Fine Assessed	
\$ _____ Traumatic Brain Injury Fund (68-55-301 et seq.)	
\$ _____ Drug Testing Fund (TN Drug Control Act)	
\$ _____ CICF	
\$ _____ Sex Offender Tax	
\$ _____ Other: _____	

Restitution: Victim Name STATE OF TENNESSEE
 Address _____

 Total Amount \$ 3,000,000.00 Per Month \$ _____

Unpaid Community Service:
 _____ Hours _____ Days _____ Weeks _____ Months

- The Defendant having been found guilty is rendered infamous and ordered to provide a biological specimen for the purpose of DNA analysis.
- Pursuant to 39-13-521, the defendant is ordered to provide a biological specimen for the purpose of HIV testing.
- Pursuant to 39-13-524 or 39-13-518, the defendant is sentenced to community supervision for life following sentence expiration.
- Pursuant to Title 68, Chapter 11, Part 10, 71-6-117, or 71-6-119, the clerk shall forward this judgment to the Department of Health.

Special Conditions:

Restitution may be paid directly to the State of Tennessee through the terms set forth in the Federal Criminal Plea entered in case # 1: 19-CR-00146-TRM-CHS (2). The restitution may be converted to a Civil Judgment.

Defendant shall report to Federal Custody on August 16, 2021 to serve this sentence concurrently with the Federal Sentence. Should the Federal sentence be converted to a suspended sentence, this sentence shall also be converted to a suspended sentence to be served on supervised probation through the Federal Courts.

Hon. J. Curtis Smith [Signature] 6/28/2021
 Judge's Name Judge's Signature Date of Entry of Judgment

[Signature] [Signature]
 Counsel for State/Signature (optional) Defendant/Defendant's Counsel/Signature (optional)

I _____, clerk, hereby certify that, before entry by the court, a copy of this judgment was made available to the party or parties who did not provide a signature above.