U.S. Department of Justice

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August 14, 2015

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FILED ENTERED
LOGGED RECEIVED

AUG 31 2015

AT GREENBELT
CLERK, U.S. DISTRICT COURT
DISTRICT OF MARYLAND
BY DEPUTY

Re: United States v. Vadim Mikerin,
Criminal No. TDC-14-0529

Dear Messrs. Lopez and Jacobson:

This letter, together with the Sealed Supplement, confirms the plea agreement which has been offered to the Defendant by the United States Attorney's Office for the District of Maryland and the Fraud Section, Criminal Division, United States Department of Justice ("this Office"). If the Defendant accepts this offer, please have him execute it in the spaces provided below. If this offer has not been accepted by **August 26, 2015**, it will be deemed withdrawn. The terms of the agreement are as follows:

Offense of Conviction

1. The Defendant agrees to waive indictment and plead guilty to a one-count Superseding Information, charging him with Conspiracy to Commit Money Laundering, in violation of 18 U.S.C. § 371. The Defendant admits that he is, in fact, guilty of this offense and will so advise the Court.

Elements of the Offense

2. The elements of the offense to which the Defendant has agreed to plead guilty, and which this Office would prove if the case went to trial, are as follows:

a. the Defendant and at least one other person entered an unlawful agreement;

b. the Defendant knowingly and willfully became a member of the conspiracy;

c. at least one of the members of the conspiracy knowingly committed at least one overt act; and

d. the overt act was committed to further some objective of the conspiracy.

Penalties

3. The maximum sentence provided by statute for the offense to which the Defendant is pleading guilty is imprisonment for a term of not more than five years, supervised release of up to three years, and a fine of not more than $250,000 or twice the gain or loss associated with the offense. In addition, the Defendant must pay $100 as a special assessment pursuant to 18 U.S.C. § 3013, which will be due and should be paid at or before the time of sentencing. This Court may also order him to make restitution pursuant to 18 U.S.C. §§ 3663, 3663A, and 3664. If a fine or restitution is imposed, it shall be payable immediately, unless, pursuant to 18 U.S.C. § 3572(d), the Court orders otherwise.[1] The Defendant understands that if he serves a term of imprisonment, is released on supervised release, and then violates the conditions of his supervised release, his supervised release could be revoked -- even on the last day of the term -- and the Defendant could be returned to custody to serve another period of incarceration and a new term of supervised release. The Defendant understands that the Bureau of Prisons has sole discretion in designating the institution at which the Defendant will serve any term of imprisonment imposed.

Waiver of Rights

4. The Defendant understands that by entering into this agreement, he surrenders certain rights as outlined below:

a. If the Defendant had persisted in his plea of not guilty, he would have had the right to a speedy jury trial with the close assistance of competent counsel. That trial could be conducted by a judge, without a jury, if the Defendant, this Office, and the Court all agreed.

b. If the Defendant elected a jury trial, the jury would be composed of twelve individuals selected from the community. Counsel and the Defendant would have the opportunity to challenge prospective jurors who demonstrated bias or who were otherwise unqualified, and would have the opportunity to strike a certain number of jurors peremptorily. All twelve jurors would have to agree unanimously before the Defendant could be found guilty of any count. The jury would be instructed that the Defendant was presumed to be innocent, and that presumption could be overcome only by proof beyond a reasonable doubt.

c. If the Defendant went to trial, the government would have the burden of proving the Defendant guilty beyond a reasonable doubt. The Defendant would have the right to

[1] Pursuant to 18 U.S.C. § 3612, if the Court imposes a fine in excess of $2,500 that remains unpaid 15 days after it is imposed, the Defendant shall be charged interest on that fine, unless the Court modifies the interest payment in accordance with 18 U.S.C. § 3612(f)(3).

confront and cross-examine the government's witnesses. The Defendant would not have to present any defense witnesses or evidence whatsoever. If the Defendant wanted to call witnesses in his defense, however, he would have the subpoena power of the Court to compel the witnesses to attend.

d. The Defendant would have the right to testify in his own defense if he so chose, and he would have the right to refuse to testify. If he chose not to testify, the Court would instruct the jury that they could not draw any adverse inference from his decision not to testify.

e. If the Defendant were found guilty after a trial, he would have the right to appeal the verdict and the Court's pretrial and trial decisions on the admissibility of evidence to see if any errors were committed which would require a new trial or dismissal of the charges against him. By pleading guilty, the Defendant knowingly gives up the right to appeal the verdict and the Court's decisions.

f. By pleading guilty, the Defendant will be giving up all of these rights, except the right, under the limited circumstances set forth in the "Waiver of Appeal" paragraph below, to appeal the sentence. By pleading guilty, the Defendant understands that he may have to answer the Court's questions both about the rights he is giving up and about the facts of his case. Any statements the Defendant makes during such a hearing would not be admissible against him during a trial except in a criminal proceeding for perjury or false statement.

g. If the Court accepts the Defendant's plea of guilty, there will be no further trial or proceeding of any kind, and the Court will find him guilty.

h. By pleading guilty, the Defendant will also be giving up certain valuable civil rights and may be subject to deportation or other loss of immigration status. The Defendant recognizes that if he is not a citizen of the United States, pleading guilty may have consequences with respect to his immigration status. Under federal law, conviction for a broad range of crimes can lead to adverse immigration consequences, including automatic removal from the United States. Removal and other immigration consequences are the subject of a separate proceeding, however, and the Defendant understands that no one, including his attorney or the Court, can predict with certainty the effect of a conviction on immigration status. The Defendant nevertheless affirms that he wants to plead guilty regardless of any potential immigration consequences.

Advisory Sentencing Guidelines Apply

5. The Defendant understands that the Court will determine a sentencing guidelines range for this case (henceforth the "advisory guidelines range") pursuant to the Sentencing Reform Act of 1984 at 18 U.S.C. §§ 3551-3742 (excepting 18 U.S.C. §§ 3553(b)(1) and 3742(e)) and 28 U.S.C. §§ 991 through 998. The Defendant further understands that the Court will impose a sentence pursuant to the Sentencing Reform Act, as excised, and must take into account the advisory guidelines range in establishing a reasonable sentence.

Factual and Advisory Guidelines Stipulation

6. This Office and the Defendant understand, agree and stipulate to the Statement of Facts set forth in Attachment A hereto, which this Office would prove beyond a reasonable doubt, and set forth the following agreed-upon and disputed applicable sentencing guidelines factors:

a. The base offense level is **8**, pursuant to U.S.S.G. §§ 2X1.1(a) and 2S1.1(a)(2).

b. The offense level is increased by **16** levels, pursuant to U.S.S.G. § 2B1.1(b)(1)(I), because the amount involved was more than $1 million but less than $2.5 million.[2]

c. A **2**-level increase applies because the defendant was convicted of an offense under 18 U.S.C. § 1956, pursuant to U.S.S.G. § 2S1.1(b)(2)(B).

d. A **2**-level increase applies because the offense involved sophisticated laundering, pursuant to U.S.S.G. § 2S1.1(b)(3).

e. The Government believes an additional **4** level increase applies under U.S.S.G. § 3B1.1(a), because the defendant was an organizer and leader of a criminal activity that involved five or more participants or was otherwise extensive. The Defendant reserves the right to oppose such an adjustment.

f. The adjusted offense level is thus between **32** (the Government's position) and **28** (the Defendant's position).

g. This Office does not oppose a **2** level reduction in the Defendant's adjusted offense level, based upon the Defendant's recognition and affirmative acceptance of personal responsibility for his criminal conduct. This Office agrees to make a motion pursuant to U.S.S.G. § 3E1.1(b) for an additional **1** level decrease in recognition of the Defendant's timely notification of his intention to plead guilty. This Office may oppose any adjustment for acceptance of responsibility if the Defendant (a) fails to admit each and every item in the factual stipulation; (b) denies involvement in the offense; (c) gives conflicting statements about his involvement in the offense; (d) is untruthful with the Court, this Office, or the United States Probation Office; (e) obstructs or attempts to obstruct justice prior to sentencing; (f) engages in any criminal conduct between the date of this agreement and the date of sentencing; or (g) attempts to withdraw his plea of guilty. The final offense level thus will be **29, 28, 27 or 25.**

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[2] In the event that the Defendant is sentenced under the proposed amendments to the Sentencing Guidelines, the parties agree that the base offense level still is increased by 16 levels pursuant to U.S.S.G. § 2B1.1(b)(1)(I), because the actual and intended loss reasonably foreseeable to, and purposefully sought by, the Defendant and within the scope of his agreement to jointly undertake the offense exceeded $1.5 million but did not exceed $3.5 million.

7. The Defendant understands that there is no agreement as to his criminal history or criminal history category, and that his criminal history could alter his offense level if he is a career offender or if the instant offense was a part of a pattern of criminal conduct from which he derived a substantial portion of his income.

8. This Office and the Defendant agree that with respect to the calculation of the advisory guidelines range, with the exception of establishing the offense level increase for the value of the benefit received or to be received at sentencing, no other offense characteristics, sentencing guidelines factors, potential departures or adjustments set forth in the United States Sentencing Guidelines will be raised or are in dispute. If the Defendant intends to argue for any factor that could take the sentence outside of the advisory guidelines range, he will notify the Court, the United States Probation Officer and government counsel at least 14 days in advance of sentencing of the facts or issues he intends to raise.

Obligations of this Office

9. At the time of sentencing, this Office will recommend a reasonable sentence and will dismiss any open counts.

10. The parties reserve the right to bring to the Court's attention at the time of sentencing, and the Court will be entitled to consider, all relevant information concerning the Defendant's background, character and conduct.

Forfeiture

11. The Defendant agrees that as part of his acceptance of responsibility and pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461, he will consent to the entry of a forfeiture money judgment in the amount of **$2,126,622.36** in United States currency (the "Forfeiture Money Judgment"). The Defendant acknowledges that the **$2,126,622.36** is subject to forfeiture as property, real or personal, that was involved in, or was property traceable to property, involved in a money laundering offense within the meaning of 18 U.S.C. §§ 982(a)(1) and 1956. On October 29, 2014, the United States seized a total of $127,834.72 from Defendant's Citibank account ending in 2223 and Defendant's Citibank account ending in 3854. Defendant consents to the forfeiture of this amount as part of the overall money judgment and the United States agrees to deduct this amount from the total amount of any forfeiture ordered by the court.

12. The Defendant agrees to consent to the entry of an order of forfeiture for the Forfeiture Money Judgment and waives the requirements of Rules 32.2 and 43(a) of the Federal Rules of Criminal Procedure regarding notice of the forfeiture in the charging instrument, announcement of the forfeiture at sentencing, and incorporation of the forfeiture in the judgment. The Defendant understands that the forfeiture of the Forfeiture Money Judgment is part of the sentence that may be imposed in this case and waives any failure by the court to advise him of this pursuant to Rule 11 (b)(l)(1) of the Federal Rules of Criminal Procedure at the guilty plea proceeding.

Assisting the Government with Regard to the Forfeiture

13. The Defendant agrees to assist fully in the forfeiture of the foregoing assets. The Defendant agrees to disclose all of his assets and sources of income to the United States, and to take all steps necessary to pass clear title to the forfeited assets to the United States, including but not limited to executing any and all documents necessary to transfer such title, assisting in bringing any assets located outside of the United States within the jurisdiction of the United States, and taking whatever steps are necessary to ensure that assets subject to forfeiture are not sold, disbursed, wasted, hidden or otherwise made unavailable for forfeiture. The Defendant further agrees that he will not assist any third party in asserting a claim to the forfeited assets in an ancillary proceeding and that he will testify truthfully in any such proceeding.

Waiver of Further Review of Forfeiture

14. The Defendant agrees to waive all constitutional, legal and equitable challenges (including direct appeal, habeas corpus, or any other means) to any forfeiture carried out in accordance with this Plea Agreement on any grounds, including that the forfeiture constitutes an excessive fine or punishment or otherwise violates the Eighth Amendment. The Defendant also agrees not to challenge or seek review of any civil or administrative forfeiture of any property subject to forfeiture under this agreement, and will not assist any third party with regard to such challenge or review or with regard to the filing of a petition for remission of forfeiture.

Civil and Administrative Penalties

15. The Defendant acknowledges that no representations have been made to him with respect to any civil or administrative consequences that may result from this plea of guilty because such matters are solely within the province and discretion of the specific administrative or governmental entity involved. Further, the Defendant understands that this agreement does not resolve any civil tax liability that he may have, and that this agreement is with the United States Attorney's Office and the Department of Justice, Criminal Division, Fraud Section, not with the Internal Revenue Service. The Defendant acknowledges that the Internal Revenue Service is not a party to this agreement and remains free to pursue any and all lawful remedies it may have.

Waiver of Appeal

16. In exchange for the concessions made by this Office and the Defendant in this plea agreement, this Office and the Defendant waive their rights to appeal as follows:

a. The Defendant knowingly waives all right, except his right to effective assistance of counsel, pursuant to 28 U.S.C. § 1291 or otherwise, to appeal the Defendant's conviction;

b. The Defendant and this Office knowingly waive all right, pursuant to 18 U.S.C. § 3742 or otherwise, to appeal whatever sentence is imposed (including the right to appeal any issues that relate to the establishment of the advisory guidelines range, the

determination of the defendant's criminal history, the weighing of the sentencing factors, and the decision whether to impose and the calculation of any term of imprisonment, fine, order of forfeiture, order of restitution, and term or condition of supervised release), except as follows: (i) the Defendant reserves the right to appeal any term of imprisonment to the extent that it exceeds any sentence within the advisory guidelines resulting from an adjusted base offense level **29**, and (ii) this Office reserves the right to appeal any term of imprisonment to the extent that it is below any sentence within the advisory guidelines range resulting from an adjusted base offense level **25**.

c. Nothing in this agreement shall be construed to prevent the Defendant or this Office from invoking the provisions of Federal Rule of Criminal Procedure 35(a), or from appealing from any decision thereunder, should a sentence be imposed that resulted from arithmetical, technical, or other clear error.

d. The Defendant waives any and all rights under the Freedom of Information Act relating to the investigation and prosecution of the above-captioned matter and agrees not to file any request for documents from this Office or any investigating agency.

Obstruction or Other Violations of Law

17. The Defendant agrees that he will not commit any offense in violation of federal, state or local law between the date of this agreement and his sentencing in this case. In the event that the Defendant (i) engages in conduct after the date of this agreement which would justify a finding of obstruction of justice under U.S.S.G. § 3C1.1, or (ii) fails to accept personal responsibility for his conduct by failing to acknowledge his guilt to the probation officer who prepares the Presentence Report, or (iii) commits any offense in violation of federal, state or local law, then this Office will be relieved of its obligations to the Defendant as reflected in this agreement. Specifically, this Office will be free to argue sentencing guidelines factors other than those stipulated in this agreement, and it will also be free to make sentencing recommendations other than those set out in this agreement. As with any alleged breach of this agreement, this Office will bear the burden of convincing the Court of the Defendant's obstructive or unlawful behavior and/or failure to acknowledge personal responsibility by a preponderance of the evidence. The Defendant acknowledges that he may not withdraw his guilty plea because this Office is relieved of its obligations under the agreement pursuant to this paragraph.

Court Not a Party

18. The Defendant expressly understands that the Court is not a party to this agreement. In the federal system, the sentence to be imposed is within the sole discretion of the Court. In particular, the Defendant understands that neither the United States Probation Office nor the Court is bound by the stipulation set forth above, and that the Court will, with the aid of the Presentence Report, determine the facts relevant to sentencing. The Defendant understands that the Court cannot rely exclusively upon the stipulation in ascertaining the factors relevant to the determination of sentence. Rather, in determining the factual basis for the sentence, the Court will consider the stipulation, together with the results of the presentence investigation, and any other relevant information. The Defendant understands that the Court is under no obligation

to accept this Office's recommendations, and the Court has the power to impose a sentence up to and including the statutory maximum stated above. The Defendant understands that if the Court ascertains factors different from those contained in the stipulation set forth above, or if the Court should impose any sentence up to the maximum established by statute, the Defendant cannot, for that reason alone, withdraw his guilty plea, and will remain bound to fulfill all of his obligations under this agreement. The Defendant understands that neither the prosecutor, his counsel, nor the Court can make a binding prediction, promise, or representation as to what guidelines range or sentence the Defendant will receive. The Defendant agrees that no one has made such a binding prediction or promise.

Entire Agreement

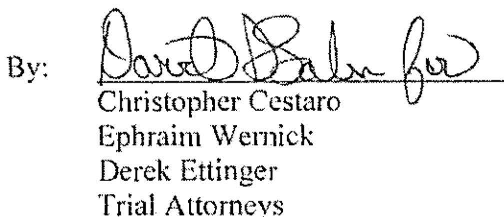
19. This agreement supersedes any prior understandings, promises, or conditions between this Office and the Defendant and constitutes the complete plea agreement in this case. The Defendant acknowledges that there are no other agreements, promises, undertakings or understandings between the Defendant and this Office other than those set forth in this agreement and none will be entered into unless in writing and signed by all parties.

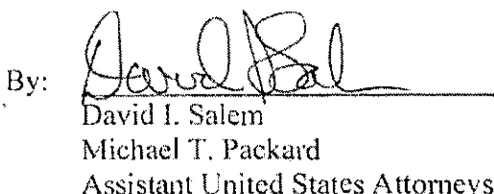
If the Defendant fully accepts each and every term and condition of this letter, please sign and have the Defendant sign the original and return it to me promptly.

Very truly yours,

ANDREW WEISSMANN
Chief, Fraud Section
Criminal Division
Department of Justice

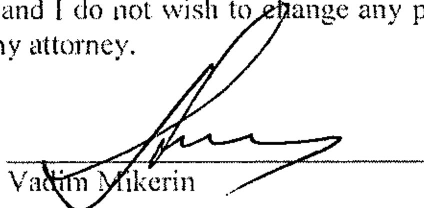
ROD J. ROSENSTEIN
United States Attorney
District of Maryland

By: 
Christopher Cestaro
Ephraim Wernick
Derek Ettinger
Trial Attorneys

By: 
David I. Salem
Michael T. Packard
Assistant United States Attorneys

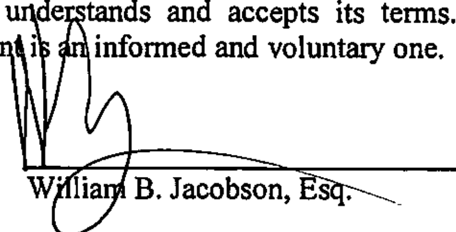
I have read this agreement and carefully reviewed every part of it with my attorney. I understand it, and I voluntarily agree to it. Specifically, I have reviewed the Factual and Advisory Guidelines Stipulation with my attorney, and I do not wish to change any part of it. I am completely satisfied with the representation of my attorney.

August 25 2015
Date


Vadim Mikerin

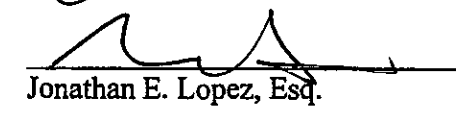
We are Vadim Mikerin's attorneys. We have carefully reviewed every part of this agreement with him. He advises me that he understands and accepts its terms. To our knowledge, his decision to enter into this agreement is an informed and voluntary one.

8/25/15
Date



William B. Jacobson, Esq.

8/25/15
Date



Jonathan E. Lopez, Esq.

ATTACHMENT A:
STIPULATED FACTS – UNITED STATES v. VADIM MIKERIN

If this matter had proceeded to trial, the government would have proven the following facts beyond a reasonable doubt. The parties agree that the following facts do not encompass all of the facts that would have been proven had this matter proceeded to trial.

VADIM MIKERIN ("MIKERIN"), a national of the Russian Federation, was a Director of the Pan American Department of JSC Techsnabexport ("TENEX") from at least in or about 2004 through in or about 2010, and was the President of TENAM Corporation ("TENAM") from in or about October 2010 through in or about October 2014. From in or about December 2011 through in or about October 2014, **MIKERIN** was a resident of Maryland.

At all relevant times prior to 2007, TENEX was a wholly owned subsidiary of Rosimushchestvo, the Russian Federation's agency responsible for state property management. At all relevant times beginning in 2007, TENEX was a wholly owned subsidiary of JSC Atomenergoprom, which, in turn, was a wholly owned subsidiary of The State Atomic Energy Corporation ROSATOM ("ROSATOM"). TENEX operated as the sole supplier and exporter of Russian Federation uranium and uranium enrichment services to nuclear power companies worldwide. In or about October 2010, TENEX established TENAM as its wholly owned subsidiary and official representative in the United States. Under the laws of the United States, TENEX and TENAM were each an "agency" and "instrumentality" of a foreign government, as those terms are used in the Foreign Corrupt Practices Act ("FCPA"), Title 15, United States Code, Sections 78dd-1(f)(1) and 78dd-2(h)(2). Thus, at all relevant times, **MIKERIN** was a "foreign official," as that term is used in the FCPA, Title 15, United States Code, Sections 78dd-1(f)(1) and 78dd-2(h)(2).

"Transportation Corporation A" was a United States company, headquartered in Maryland, which provided logistical support services for the transportation of nuclear materials to customers in the United States and to foreign customers, including TENEX. At all relevant times, Transportation Corporation A was a "domestic concern," as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(1)(B).

"Cylinder Corporation One" was a United States company, headquartered in Ohio, which manufactured tanks and vessels for the oil and gas, nuclear, and marine markets. Cylinder Corporation One contracted with TENEX to supply storage and transportation cylinders. In or about September 2012, Cylinder Corporation One was acquired by another company headquartered in Ohio ("Parent Corporation A"). At all relevant times, Cylinder Corporation One was a "domestic concern," as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(1)(B). At all relevant times, Parent Corporation A was an "issuer," as that term is used in the FCPA, Title 15 United States Code, Section 78dd-1.

"Co-Conspirator 1" was a citizen of the United States and a resident of Maryland. Co-Conspirator 1 was an owner and executive of Transportation Corporation A from in or about 1998 through in or about December 2009. Co-Conspirator 1 owned and controlled "Consulting Corporation One," which was based in Maryland. Co-Conspirator 1, through Consulting

Corporation One, acted as a consultant to Transportation Corporation A from in or about January 2010 through his death in August 2011, and as a consultant to Cylinder Corporation One from in or about August 2010 through his death in August 2011. Thus, at all relevant times, Co-Conspirator 1 was a "domestic concern," and an officer, employee and agent of a "domestic concern," as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(1).

"Co-Conspirator 2" was a citizen of the United States and resident of Maryland. Co-Conspirator 2 was an owner and executive of Transportation Corporation A from in or about August 1998 through in or about October 2014. Co-Conspirator 2 was the co-President of Transportation Corporation A from in or about January 2010 through in or about October 2014. Thus, at all relevant times, Co-Conspirator 2 was a "domestic concern" and an officer, employee and agent of a "domestic concern," as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(1).

"Co-Conspirator 3" was a citizen of the United States and resident of New Jersey, and was the owner and sole employee of "Consulting Corporation Two," which was based in New Jersey. Thus, at all relevant times, Co-Conspirator 3 was a "domestic concern" and an officer, employee and agent of a "domestic concern," as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(1).

"Executive A" was a citizen of the United States, and was an officer of Cylinder Corporation One.

"Executive B" was a citizen of the United States, and was an employee of Transportation Corporation A.

Between at least in or about 2004 and in or about October 2014, in the District of Maryland and elsewhere, Co-Conspirator 1, Co-Conspirator 2, and others, knowingly, willfully, and corruptly conspired to violate the FCPA, and did violate the FCPA, in violation of 15 U.S.C. §§ 78dd-1 and 78dd-2. Specifically, Co-Conspirator 1, Co-Conspirator 2, and others knowingly, willfully, and corruptly agreed to make payments, and caused Transportation Corporation A to make payments, for the future benefit of **MIKERIN** and, before his death, Co-Conspirator 1, in order to influence **MIKERIN** and to secure an improper business advantage for Transportation Corporation A; and Co-Conspirator 1 and others knowingly, willfully, and corruptly agreed to make payments, and caused Cylinder Corporation One and Parent Corporation A to make payments, for the future benefit of **MIKERIN** and, before his death, Co-Conspirator 1, in order to influence **MIKERIN** and to secure an improper business advantage for Cylinder Corporation One (the "FCPA Violations"). According to **MIKERIN**, the payments were to be used for future business purposes.

Between in or around 2004 through in or around October 2014, in the District of Maryland and elsewhere, **MIKERIN** knowingly conspired with others to commit offenses against the United States, namely to commit international promotion money laundering, in violation of 18 U.S.C. §§ 1956(a)(2)(A), all in violation of 18 U.S.C. § 371. Specifically, beginning in or about 2004 and continuing through in or about October 2014, in the District of Maryland and elsewhere, **MIKERIN** did willfully and knowingly conspire with others,

including Co-Conspirator 1, Co-Conspirator 2, and Co-Conspirator 3, and others to transport, transmit, and transfer monetary instruments and funds from a place in the United States to a place outside the United States with the intent to promote the carrying on of specified unlawful activity, to wit, the FCPA Violations, in violation of 15 U.S.C. §§ 78dd-1 and 78dd-2 ("the money laundering conspiracy").

In furtherance of the underlying FCPA violations, Co-Conspirator 1, Co-Conspirator 2, and others caused Transportation Corporation A and Cylinder Corporation One to enter into contracts with TENEX, and TENEX deposited payments under the contracts into the bank accounts of Transportation Corporation A and Cylinder Corporation One.

In furtherance of the money laundering conspiracy, **MIKERIN** and his co-conspirators caused wire payments to be made from bank accounts located in the United States into shell company bank accounts located in Latvia, Cyprus, and Switzerland, used the code words "lucky figure," "LF," "cake," and "remuneration" to describe the payments, and communicated in person and via electronic mail ("email") about the payments. For example:

- **MIKERIN**, Co-Conspirator 1, Co-Conspirator 2, and others caused Transportation Corporation A to make payments from a bank account in Maryland into shell company bank accounts in Latvia, Cyprus, and Switzerland. Concerning one such transaction, on or about March 27, 2012, **MIKERIN** sent an email to Co-Conspirator 2 and Executive B stating in relevant part: "a channel for 'lucky figures' process has been checked and confirmed (no changes), so you will get an invoice for the amount 48,089.30 tomorrow. Would you please to confirm that it'll be done before the end of the month of Q1 or early next week." On or about March 29, 2012, Transportation Corporation A made a wire transfer in the amount of $48,089.30 from Transportation Corporation A's bank account located in Maryland into a shell company bank account located in Latvia.

- With **MIKERIN**'s assistance, Co-Conspirator 3 entered into consulting agreements with both Cylinder Corporation One and a shell company. Through these consulting agreements Co-Conspirator 3 received payments from Cylinder Corporation One and then passed the payment to an offshore bank account based on information as to location and timing that **MIKERIN** provided. Concerning one such transaction, on or about November 20, 2012, Co-Conspirator 3 deposited a $91,500 payment from Cylinder Corporation One's bank account into Consulting Corporation Two's bank account located in the United States. On or about December 7, 2012, Co-Conspirator 3 wired $60,000 from Consulting Corporation Two's bank account located in the United States into a shell company bank account located in Latvia, based on information as to location and timing that **MIKERIN** provided.

- **MIKERIN**, Co-conspirator 1, and others caused Consulting Corporation One to make payments into a shell company bank account located in Latvia. Concerning one such transaction, on or about March 23, 2011, Co-Conspirator 1 received a $97,500 payment from Cylinder Corporation One. On or about March 28, 2011, Co-Conspirator 1 wired $85,800 from Consulting Corporation One's bank account

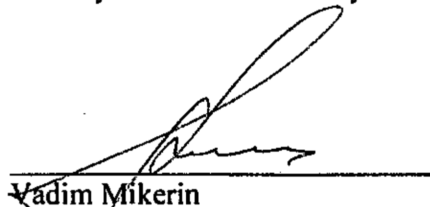
located in the United States into a shell company bank account located in Latvia, based on information as to location and timing that **MIKERIN** provided.

- On or about August 29, 2013, **MIKERIN** sent an email to Executive A that stated in relevant part: "just wanted to kindly ask you to synch with [Co-Conspirator 2] in order to settle our 30,9k matter asap. They know the ropes and all we need is to proceed and get a final result." Thereafter, Parent Corporation A issued a check in the amount of $30,900 that was deposited into Transportation Corporation A's bank account located in Maryland. Weeks later Transportation Corporation A sent a wire transfer from its bank account located in Maryland into a shell company bank account located in Switzerland, which included Parent Corporation A's payment, minus a fee, in addition to a payment Transportation Corporation A made, all based on information as to location and timing that **MIKERIN** provided.

From in or about 2004 through in or about October 2014, **MIKERIN** did willfully and knowingly conspire with Co-Conspirator 1, Co-Conspirator 2, Co-Conspirator 3, and others to transport, transmit, and transfer approximately $2,126,622.36 from the United States to places outside the United States with the intent to promote the carrying on of the FCPA Violations.

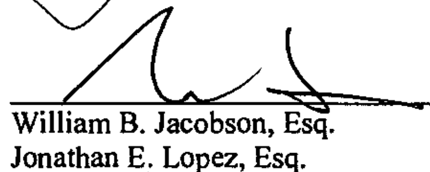
I have read this statement of Stipulated Facts and carefully reviewed it with my attorneys. I acknowledge that it is true and correct.

August 25, 2015
Date



Vadim Mikerin

8/25/2015
Date



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