

IN THE UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF MISSOURI  
CENTRAL DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	No. 09-3083-K-01
	)	No. 09-04053-01-CR-C-NKL
SHAKIR ABDUL-KAFI AL ANI HAMOODI	)	
a/k/a Abu Omeis	)	
a/k/a Shakir Hamoodi,	)	
	)	
Defendant.	)	

**PLEA AGREEMENT**

Pursuant to Rule 11(c)(1)(B) of the Federal Rules of Criminal Procedure, the parties described below have entered into the following plea agreement:

**1. The Parties.** The parties to this agreement are the United States Attorney's Office for the Western District of Missouri (otherwise referred to as "the Government" or "the United States"), represented by Matt J. Whitworth, United States Attorney, and J. Daniel Stewart and Anthony P. Gonzalez, Assistant United States Attorneys, and Michael Mullaney, Chief, and Trial Attorney S. Elisa Poteat, Counterterrorism Section, National Security Division, Department of Justice, and the defendant, Shakir Abdul-Kafi Al Ani Hamoodi a/k/a Abu Omeis a/k/a Shakir Hamoodi ("the defendant" or "Shakir Hamoodi"), represented by J.R. Hobbs, Marilyn B. Keller and Charles Swift.

The defendant understands and agrees that this plea agreement is only between him and the United States Attorney for the Western District of Missouri, and that it does not bind any other federal, state or local prosecution authority or any other government agency, unless otherwise specified in this agreement.

**2. Defendant's Guilty Plea.** The defendant agrees to and hereby does waive indictment and plead guilty to an Information, charging him with a violation of 18 U.S.C. § 371, that is, conspiracy to violate the International Economic Emergency Powers Act, 50 U.S.C. §1701(a)(1). By entering into this plea agreement, the defendant admits that he knowingly committed this offense, and is, in fact, guilty of this offense.

**3. Factual Basis for Guilty Plea.** The parties agree that the facts constituting the offense to which the defendant is pleading guilty are as follows, but these are not all of the facts known to the defendant:

Shakir Hamoodi was born in Iraq and emigrated from Iraq to the United States in 1985. Mr. Hamoodi eventually settled and resided in Columbia, Missouri, in 1985.

In August of 1990, following Iraq's invasion of Kuwait, President George H.W. Bush issued Executive Order (E.O.) 12,722, declaring a national emergency with respect to Iraq. Executive Order 12,722 specifically prohibited the export and re-export of funds, goods and services to Iraq. On August 6, 1990, the United Nations Security Council adopted Resolution 661 (Resolution 661), which called upon member States to impose economic sanctions on Iraq. Resolution 661 requested member States to prohibit their nationals or persons within their territories: (a) from providing to any person in Iraq any commodities or products, except for supplies intended strictly for

medical purposes and, in humanitarian circumstances, foodstuffs; and (b) from remitting any funds to persons or bodies within Iraq, except payments made exclusively for strictly medical or humanitarian purposes and, in humanitarian circumstances, foodstuffs. On August 9, 1990, the President issued E.O. 12724, 55 Fed. Reg. 33089, which prohibited the sending of funds or other financial or economic resources by any United States person to any person in Iraq, directly or indirectly. In September 1990, the United Nations Security Council passed Resolution 666, which recommended member states prevent funds sent to Iraq from being diverted from charitable purposes to the use of the Iraqi military. S.C. Res. 666, ¶ 8, U.N. Doc. S/RES/666 (Sept. 13, 1990). In November 1990, the United States Congress passed the Iraq Sanctions Act, authorizing the President to continue the embargo and sanctions embodied in E.O. 12,724, and requiring that even charitable donations to Iraq be conducted pursuant to Security Council Resolution 666 (Resolution 666).

In order to carry out the will of Congress and the President, on January 18, 1991, the Secretary of Treasury issued another regulation entitled "Prohibited transfer of funds to the Government of Iraq or any person in Iraq," providing:

*Except as otherwise authorized, no U.S. person may commit or transfer, directly or indirectly, funds or other financial or economic resources to the Government of Iraq or any person in Iraq.*

31 C.F.R. § 575.210 (*emphasis added*).

Licenses were required from Treasury's Office of Foreign Asset Control ("OFAC") for all otherwise prohibited transactions:

(a) Specific licenses may be issued on a case-by-case basis to permit exportation to Iraq of donated food intended to relieve human suffering.

(b) In general, specific licenses will only be granted for donations of food to be provided through the United Nations in accordance with United Nations Security Council Resolutions 661 and 666 and in cooperation with the International Committee of the Red Cross or other appropriate

humanitarian agencies for distribution by them or under their supervision, or in such other manner as may be approved under United Nations Security Council Resolution 666 and any other applicable Security Council resolutions, in order to ensure that such donations reach the intended beneficiaries.

(c) Applications for specific licenses pursuant to paragraph (a) of this section shall be made in advance of the proposed exportation, and provide the following information:

(1) The nature, quantity, value, and intended use of the donated food; and

(2) The terms and conditions of distribution, including the intended method of compliance with such terms and conditions of distribution as may have been adopted by the United Nations Security Council or a duly authorized body subordinate thereto to govern the shipment of foodstuffs under applicable United Nations Security Council resolutions, including Resolutions 661 and 666.

31 CFR § 575.520.

The regulations were made retroactive to August 2, 1990, by 31 C.F.R. §212. The two E.O.s, regulations, and the Iraqi Sanctions Act are hereafter referred to collectively as "the Iraqi sanctions."

By 1994, Shakir Hamoodi believed that the Iraq sanctions were resulting in hardship to the Iraqi people, and that his Iraqi-American friends and acquaintances were becoming distressed about the effect of the sanctions. While Shakir Hamoodi did not know every single step in the legislative process that led to the final Iraqi sanctions, he was aware that the Iraqi sanctions existed, and that they prohibited the sending of funds into Iraq for any purpose. Shakir Hamoodi understood that the sanctions were so far-reaching that they forbade the sending of funds to any citizens of Iraq. Indeed, Shakir Hamoodi and other persons discussed via faxes and other media the wide reach of the Iraqi sanctions, and how the sanctions limited the flow of funds and charitable items into Iraq during the sanctions period.

Beginning no later than 1994, Shakir Hamoodi began to plan methods for circumventing the Iraqi sanctions in order to get funds into Iraq for his own family, and for the families of other persons who he knew through the Iraqi diaspora community in Missouri. Shakir Hamoodi decided that he would collect funds from these Iraqi Americans, combine these funds, and send the funds indirectly into the country of Iraq in contravention of the sanctions. In furtherance of this plan, Shakir Hamoodi spoke to his cousin, Abu Reyad (a/k/a Sabti Abas Aljuburi Ali, hereafter "Abu Reyad"), a self-taught bookkeeper who resided in Baghdad, Iraq, who worked with a large wholesale food company (hereafter "the company").

Abu Reyad and Shakir Hamoodi agreed that Shakir Hamoodi would send money via wire to the corporate account of the company at a bank in the Country of Jordan, among other methods. Once the money was in the company's Jordan-based account, Shakir Hamoodi and Abu Reyad agreed, Abu Reyad would notify his contacts at the company that a specific sum of money had been deposited into the company's business account in Jordan. Thereafter, Abu Reyad would withdraw the same amount of funds from an Iraq-based bank account held by the same company. Abu Reyad and Shakir Hamoodi further agreed that Abu Reyad would distribute the funds to the intended recipients in Iraq on an as-needed basis to prevent the Iraqi recipients from having too much cash at one time.

At no time did Shakir Hamoodi apply to the United States Department of the Treasury for a license to send money, goods, food, medicine or any other item into Iraq, directly or indirectly.

Beginning in or about 1994, and continuing until April 2003, Shakir Hamoodi regularly collected funds from several co-conspirators, known and unknown to the United States, for the purpose of getting those funds from the United States into Iraq, directly or indirectly. Between approximately 1994 and 1998, on approximately a monthly basis, Shakir Hamoodi would wire the money from a United States bank to the business account associated with the company at the bank in Jordan. Shakir Hamoodi knew and intended that an equal amount of funds would be withdrawn by Abu Reyad from a bank in Baghdad, Iraq, and would thereafter be meted out to the intended recipients. Shakir Hamoodi kept records of these transfers that sometimes included how the United States-based senders

wanted the money spent in Iraq. Shakir Hamoodi sent faxes to Abu Reyad with specific instructions about how the funds should be distributed, including the amounts intended for each recipient and, in some instances, how those funds were to be used and the timing of the distribution of the funds.

Beginning between approximately 1996 and 1998, Shakir Hamoodi met Khalil Jassem, who was then the President of Life for Relief and Development (hereinafter "Life"), a Michigan-based charity. After the two became acquainted, between 1998 and 1999, the exact date being unknown to the United States, Shakir Hamoodi invited Khalil Jassem to stay at his home in Columbia, Missouri. During that visit, Shakir Hamoodi and Khalil Jassem discussed the Iraqi sanctions and ways to circumvent the legal prohibition on sending funds into Iraq. Shakir Hamoodi revealed to Khalil Jassem his method of getting funds into Iraq by using the business account in Jordan, and the company's business accounts in Jordan and Iraq, and his use of Abu Reyad to disseminate the funds to persons inside Iraq. Khalil Jassem explained that Life too had the ability to send funds from donors to Life into the country of Iraq. Khalil Jassem further explained that Life would supplement the amounts Shakir Hamoodi was sending into Iraq with donations from Life. Khalil Jassem assured Shakir Hamoodi that he had a reliable method of getting money into Iraq despite the sanctions. Shakir Hamoodi agreed to have Life send the combined funds he collected from his Iraqi-American acquaintances with the larger amount of funds from Life donations that Khalil Jassem regularly sent into Iraq. During the time Shakir Hamoodi used Life's methods for sending money into Iraq, Shakir Hamoodi's family in Iraq qualified for and received assistance from Life. This assistance was in the form of funds that were received by Shakir Hamoodi's family in Iraq.

Beginning in at least 1998 and continuing until April 2003, Shakir Hamoodi regularly sent money to Life to be combined with the funds Life was sending into Iraq and with the intent that such funds actually be received by persons inside Iraq. Between approximately 1998 and April 2003, Shakir Hamoodi communicated regularly with Abu Reyad in Baghdad, Iraq, and confirmed that the funds he sent through Life were received by the intended recipients inside Iraq. Shakir Hamoodi never learned that any of the funds he sent through Life did not reach

the intended recipients inside Iraq. Indeed, if Shakir Hamoodi had learned that any of the funds he sent through Life did not reach the intended recipients in Iraq, he would have stopped using Life's method of getting funds into Iraq. Neither did Shakir Hamoodi receive any complaints from the persons giving him funds that their funds had not made it to their intended recipients in Iraq.

Although Shakir Hamoodi knew that Life had applied for licenses from the Department of the Treasury to send items into Iraq, he knew that Life had never received any license allowing them to send the donated funds into Iraq. Shakir Hamoodi never applied for nor received a license from the Department of the Treasury to send funds into Iraq.

Between approximately 1994 and April 2003, when the sanctions were lifted, Abu Reyad sent letters to Shakir Hamoodi confirming that he received a total of \$271,000 in Iraq that had been sent by Shakir Hamoodi.

Also, between on or about 1998 and April 2003, Shakir Hamoodi worked as a fundraiser for Life, collecting donations for Life on a regular basis. From the funds he collected, Shakir Hamoodi paid himself income for his fundraising efforts. Shakir Hamoodi did not keep written records of the money he paid to himself for his services to Life. In or about 1998, Shakir Hamoodi and Khalil Jassemm discussed the fact that Shakir Hamoodi would use some of the donations for his household and personal expenses, but they never placed this agreement in writing until after 2004. Neither did Shakir Hamoodi report this income to the Internal Revenue Service, the State of Missouri, or any agency from whom he and his family received assistance, such as food stamps, Section 8 housing, or Medicaid.

These are not all of the facts known to Shakir Hamoodi. However, Shakir Hamoodi agrees that the facts herein are true and accurate.

**4. Use of Factual Admissions.** The defendant acknowledges, understands and agrees that the admissions contained in paragraph 3 and other portions of this plea agreement will be used for the

purpose of determining his guilt and advisory sentencing range under the United States Sentencing Guidelines ("U.S.S.G."), including the calculation of the defendant's offense level in accordance with U.S.S.G. § 1B1.3(a)(2). The defendant acknowledges, understands and agrees that the conduct charged in the information, as well as all other uncharged related criminal activity, may be considered as "relevant conduct" pursuant to U.S.S.G. § 1B1.3(a)(2) in calculating the offense level for the charge to which he is pleading guilty.

**5. Statutory Penalties.** The defendant understands that, upon his plea of guilty to the information, charging him with conspiracy to violate the International Emergency Economic Powers Act, 18 U.S.C. § 371 and 50 U.S.C. § 1701(a)(1), the minimum penalty the Court may impose is supervised release, while the maximum penalty the Court may impose is not more than five (5) years' imprisonment, a fine of \$250,000, three (3) years' supervised release, and a \$100 mandatory special assessment which must be paid in full at the time of sentencing. The defendant further understands that this offense is a Class D felony.

**6. Sentencing Procedures.** The defendant acknowledges, understands and agrees to the following:

a. in determining the appropriate sentence, the Court will consult and consider the United States Sentencing Guidelines promulgated by the United States Sentencing Commission; these Guidelines, however, are advisory in nature, and the Court may impose a sentence either less than or greater than the defendant's



applicable Guidelines range, unless the sentence imposed is "unreasonable";

b. the Court will determine the defendant's applicable Sentencing Guidelines range at the time of sentencing;

c. in addition to a sentence of imprisonment, the Court may impose a term of supervised release of up to three (3) years; that the Court must impose a period of supervised release if a sentence of imprisonment of more than one (1) year is imposed;

d. if the defendant violates a condition of his supervised release, the Court may revoke his supervised release and impose an additional period of imprisonment of up to two (2) years without credit for time previously spent on supervised release. In addition to a new term of imprisonment, the Court also may impose a new period of supervised release, the length of which cannot exceed three (3) years, less the term of imprisonment imposed upon revocation of the defendant's first supervised release;

e. the Court may impose any sentence authorized by law, including a sentence that is outside of, or departs from, the applicable Sentencing Guidelines range;

f. any sentence of imprisonment imposed by the Court will not allow for parole;

g. the Court may order restitution to be paid to victims of the offense to which he is pleading guilty, and all other uncharged related criminal activity;

h. the Court is not bound by any recommendation regarding the sentence to be imposed or by any calculation or estimation of the Sentencing Guidelines range offered by the parties or the United States Probation Office; and

i. the defendant may not withdraw his guilty plea solely because of the nature or length of the sentence imposed by the Court.

7. **Government's Agreements.** Based upon evidence in its possession at this time, the United States Attorney's Office for the Western District of Missouri, as part of this plea agreement, agrees not to bring any additional charges against defendant for any federal criminal offenses related to his substantive violation of the International Economic Emergency Powers Act, and his violations of wire fraud, mail fraud, or tax fraud for which it has venue and which arose out of the defendant's conduct described above. The defendant understands that this plea agreement does not foreclose any prosecution for an act of murder or attempted murder, an act or attempted act of physical or sexual violence against the person of another, or a conspiracy to commit any such acts of violence or any criminal activity of which the United States Attorney for the Western District of Missouri has no knowledge.

The defendant recognizes that the United States' agreement to forego prosecution of all of the criminal offenses with which the defendant might be charged is based solely on the promises made by the defendant in this agreement. If the defendant breaches this plea agreement, the United States retains the right to proceed with the original charges and any other criminal violations established by the evidence. The defendant expressly waives his right to challenge the initiation of the dismissed or additional charges against him if he breaches this agreement. The defendant expressly waives his right to assert a statute of limitations defense if the

dismissed or additional charges are initiated against him following a breach of this agreement. The defendant further understands and agrees that, if the Government elects to file additional charges against him following his breach of this plea agreement, he will not be allowed to withdraw his guilty plea.

**8. Preparation of Presentence Report.** The defendant understands the United States will provide to the Court and the United States Probation Office a government version of the offense conduct. This may include information concerning the background, character and conduct of the defendant, including the entirety of his criminal activities. The defendant understands these disclosures are not limited to the count to which he has pleaded guilty. The United States may respond to comments made or positions taken by the defendant or the defendant's counsel and to correct any misstatements or inaccuracies. The United States further reserves its right to make any recommendations it deems appropriate regarding the disposition of this case, subject only to any limitations set forth in this plea agreement. The United States and the defendant expressly reserve the right to speak to the Court at the time of sentencing pursuant to Rule 32(i)(4) of the Federal Rules of Criminal Procedure.

**9. Withdrawal of Plea.** Either party reserves the right to withdraw from this plea agreement for any or no reason at any time prior to the entry of the defendant's plea of guilty and its formal

acceptance by the Court. In the event of such withdrawal, the parties will be restored to their pre-plea agreement positions to the fullest extent possible. However, after the plea has been formally accepted by the Court, the defendant may withdraw his plea of guilty only if the Court rejects the plea agreement or if the defendant can show a fair and just reason for requesting the withdrawal. The defendant understands that, if the Court accepts his plea of guilty and this plea agreement but subsequently imposes a sentence that is outside the defendant's applicable Sentencing Guidelines range, or imposes a sentence that the defendant does not expect, like or agree with, he will not be permitted to withdraw his plea of guilty.

**10. Agreed Guidelines Applications.** With respect to the application of the Sentencing Guidelines to this case, the parties stipulate and agree as follows:

- a. The Sentencing Guidelines do not bind the Court and are advisory in nature. The Court may impose a sentence that is either above or below the defendant's applicable Guidelines range, provided the sentence imposed is not "unreasonable";
- b. The applicable Guidelines Manual is the one that took effect in 2002;
- c. The applicable Guidelines section for the offense of conviction is U.S.S.G. § 2M5.1, which provides for a base offense level of 26;
- d. The defendant has admitted his guilt and clearly accepted responsibility for his actions. Consequently, he is entitled to a two-level reduction pursuant to § 3E1.1(a) of the Sentencing Guidelines;

e. The parties agree that the Court will determine the defendant's applicable criminal history category after receipt of the presentence investigation report prepared by the United States Probation Office;

f. The defendant understands that the estimate of the parties with respect to the Guidelines computation set forth in the subsections of this paragraph does not bind the Court or the United States Probation Office with respect to the appropriate Guidelines levels. Additionally, the failure of the Court to accept these stipulations will not, as outlined in paragraph 9 of this plea agreement, provide the defendant with a basis to withdraw his plea of guilty;

g. The defendant consents to judicial fact-finding by a preponderance of the evidence for all issues pertaining to the determination of the defendant's sentence, including the determination of any mandatory minimum sentence (including the facts that support any specific offense characteristic or other enhancement or adjustment) and any legally authorized increase above the normal statutory maximum. The defendant waives any right to a jury determination beyond a reasonable doubt of all facts used to determine and enhance the sentence imposed, and waives any right to have those facts alleged in the information. The defendant also agrees that the Court, in finding the facts relevant to the imposition of sentence, may consider any reliable information, including hearsay; and

h. The defendant understands and agrees that the factual admissions contained in paragraphs 3 and 4 of this plea agreement, and any admissions that he will make during his plea colloquy, support the imposition of the agreed Guidelines calculations contained in this agreement.

**11. Effect of Non-Agreement on Guidelines Applications.** The parties understand, acknowledge and agree that there are no agreements between the parties with respect to any Sentencing

Guidelines issues other than those specifically listed in paragraph 10 and its subsections. As to any other Guidelines issues, the parties are free to advocate their respective positions at the sentencing hearing.

**12. Change in Guidelines Prior to Sentencing.** The defendant agrees that, if any applicable provision of the Guidelines changes after the execution of this plea agreement, then any request by the defendant to be sentenced pursuant to the new Guidelines will make this plea agreement voidable by the United States at its option. If the Government exercises its option to void the plea agreement, the United States may charge, reinstate or otherwise pursue any and all criminal charges that could have been brought but for this plea agreement.

**13. Government's Reservation of Rights.** The defendant understands that the United States expressly reserves the right in this case to:

- a. oppose or take issue with any position advanced by the defendant at the sentencing hearing which might be inconsistent with the provisions of this plea agreement;
- b. comment on the evidence supporting the charge in the information;
- c. oppose any argument(s) and request(s) for relief the defendant might advance on an appeal from the sentence imposed, and that the United States remains free on appeal or collateral proceedings to defend the legality and propriety of the sentence actually imposed, even if the Court chooses not to follow any recommendation made by the United States; and

d. oppose any post-conviction motion(s) for reduction of sentence or other relief.

**14. Waiver of Constitutional Rights.** The defendant, by pleading guilty, acknowledges that he has been advised of, understands, and knowingly and voluntarily waives the following rights:

- a. the right to plead not guilty and to persist in a plea of not guilty;
- b. the right to be presumed innocent until his guilt has been established beyond a reasonable doubt at trial;
- c. the right to a jury trial, and at that trial, the right to the effective assistance of counsel;
- d. the right to confront and cross-examine the witnesses who testify against him;
- e. the right to compel or subpoena witnesses to appear on his behalf; and
- f. the right to remain silent at trial, in which case his silence may not be used against him.

The defendant understands that, by pleading guilty, he waives or gives up those rights and that there will be no trial. The defendant further understands that, if he pleads guilty, the Court may ask him questions about the offense to which he pleaded guilty, and if the defendant answers those questions under oath and in the presence of counsel, his answers may later be used against him in a prosecution for perjury or making a false statement. The defendant also understands he has pleaded guilty to a felony

offense and, as a result, will lose his right to possess a firearm or ammunition and might be deprived of other rights, such as the right to vote or register to vote, hold public office, or serve on a jury.

**15. Waiver of Appellate and Post-Conviction Rights.**

a. The defendant acknowledges, understands and agrees that, by pleading guilty pursuant to this plea agreement, he waives his right to appeal or collaterally attack a finding of guilt following the acceptance of this plea agreement; and

b. The defendant expressly waives his right to appeal his sentence, directly or collaterally, on any ground except a sentence imposed in excess of the statutory maximum or an illegal sentence, that is, sentencing error more serious than a misapplication of the Sentencing Guidelines, an abuse of discretion, or the imposition of an unreasonable sentence. However, if the United States exercises its right to appeal the sentence imposed as authorized by 18 U.S.C. § 3742(b), the defendant is released from this waiver and may, as part of the Government's appeal, cross-appeal his sentence as authorized by 18 U.S.C. § 3742(a) with respect to any issues that have not been stipulated to or agreed upon in this agreement.

**16. Waiver of FOIA Request.** The defendant waives all of his rights, whether asserted directly or by a representative, to request or receive from any department or agency of the United States any records pertaining to the investigation or prosecution of this case including, without limitation, any records that may be sought under the Freedom of Information Act, 5 U.S.C. § 552, or the Privacy Act of 1974, 5 U.S.C. § 552a.



17. **Waiver of Claim for Attorney's Fees.** The defendant waives all of his claims under the Hyde Amendment, 18 U.S.C. § 3006A, for attorney's fees and other litigation expenses arising out of the investigation or prosecution of this matter.

18. **Defendant's Agreement to Destruction of Biological Evidence.** In accordance with 18 U.S.C. § 3600A(c)(2), the defendant knowingly and voluntarily waives his right to request DNA testing of any biological evidence which may have been obtained or seized by law enforcement in his case. The defendant agrees that all biological evidence which may have been obtained or seized may be destroyed by law enforcement authorities.

19. **Defendant's Breach of Plea Agreement.** If the defendant commits any crimes, violates any conditions of release, or violates any term of this plea agreement between the signing of this plea agreement and the date of sentencing, or fails to appear for sentencing, or if the defendant provides information to the Probation Office or the Court that is intentionally misleading, incomplete or untruthful, or otherwise breaches this plea agreement, the United States will be released from its obligations under this agreement. The defendant, however, will remain bound by the terms of the agreement, and will not be allowed to withdraw his plea of guilty.

The defendant also understands and agrees that, in the event he violates this plea agreement, all statements made by him to law

enforcement agents subsequent to the execution of this plea agreement, any testimony given by him before a grand jury or any tribunal, or any leads from such statements or testimony shall be admissible against him in any and all criminal proceedings. The defendant waives any rights that he might assert under the United States Constitution, any statute, Rule 11(f) of the Federal Rules of Criminal Procedure, Rule 410 of the Federal Rules of Evidence, or any other federal rule that pertains to the admissibility of any statements made by him subsequent to this plea agreement.

**20. Defendant's Representations.** The defendant acknowledges that he has entered into this plea agreement freely and voluntarily after receiving the effective assistance, advice and approval of counsel. The defendant acknowledges that he is satisfied with the assistance of counsel, and that counsel has fully advised him of his rights and obligations in connection with this plea agreement. The defendant further acknowledges that no threats or promises, other than the promises contained in this plea agreement, have been made by the United States, the Court, his attorneys or any other party to induce him to enter his plea of guilty.

**21. No Undisclosed Terms.** The United States and the defendant acknowledge and agree that the above-stated terms and conditions, together with any written supplemental agreement that might be presented to the Court in camera, constitute the entire plea agreement between the parties, and that any other terms and

conditions not expressly set forth in this agreement or any written supplemental agreement do not constitute any part of the parties' agreement and will not be enforceable against either party.

**22. Standard of Interpretation.** The parties agree that, unless the constitutional implications inherent in plea agreements require otherwise, this plea agreement should be interpreted according to general contract principles and the words employed are to be given their normal and ordinary meanings. The parties further agree that, in interpreting this agreement, any drafting errors or ambiguities are not to be automatically construed against either party, whether or not that party was involved in drafting or modifying this agreement.

**Matt J. Whitworth**  
United States Attorney

By /S/

**Anthony P. Gonzalez**  
Assistant United States Attorney

By /S/

**J. Daniel Stewart**  
Assistant United States Attorney

By /S/

**S. Elisa Poteat**  
Trial Attorney  
Counterterrorism Section  
National Security Division  
U.S. Department of Justice

I have consulted with my attorneys and fully understand all of my rights with respect to the offense charged in the information. Further, I have consulted with my attorneys and fully understand my rights with respect to the provisions of the Sentencing Guidelines. I have read this plea agreement and carefully reviewed every part of it with my attorneys. I understand this plea agreement and I voluntarily agree to it.

/S/

Dated: 12/22/09 \_\_\_\_\_  
**Shakir Abdul-Kafi Al Ani Hamoodi**  
Defendant

We are defendant Shakir Abdul-Kafi Al Ani Hamoodi's attorneys. We have fully explained to him his rights with respect to the offense charged in the information. Further, we have reviewed with him the provisions of the Sentencing Guidelines which might apply in this case. We have carefully reviewed every part of this plea agreement with him. To our knowledge, Shakir Abdul-Kafi Al Ani Hamoodi's decision to enter into this plea agreement is an informed and voluntary one.

/S/

Dated: 12/22/09 \_\_\_\_\_  
**J.R. Hobbs**  
Attorney for Defendant

/S/

Dated: 12/22/09 \_\_\_\_\_  
**Marilyn B. Keller**  
Attorney for Defendant

/S/

Dated: 12/22/09 \_\_\_\_\_  
**Charles Swift**  
Attorney for Defendant