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8 Attorneys for Plaintiff
 9 UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

13 Plaintiff,

14 v.

15 AMIR HOSSEIN GOLSHAN,

16 Defendant.

No. 2:23-CR-00085-ODW

PLEA AGREEMENT FOR DEFENDANT
AMIR HOSSEIN GOLSHAN

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

24 DEFENDANT'S OBLIGATIONS

25 2. Defendant agrees to:

26 a. At the earliest opportunity requested by the USAO and
 27 provided by the Court, appear and plead guilty to counts one, two,
 28 and four of the indictment in United States v. Amir Hossein Golshan,

1 No. 2:23-CR-00085-ODW, which charge defendant with unauthorized
2 access to a protected computer to obtain information, in violation of
3 18 U.S.C. § 1030(a)(2)(C), (c)(2)(B)(i), (c)(2)(B)(ii) (count one),
4 wire fraud, in violation of 18 U.S.C. § 1343 (count two), and
5 accessing a computer to defraud and obtain value, in violation of
6 18 U.S.C. § 1030(a)(4), (c)(3)(A) (count four).

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

8 c. Abide by all agreements regarding sentencing contained
9 in this agreement.

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

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

17 f. Be truthful at all times with the United States
18 Probation and Pretrial Services Office and the Court.

19 g. Pay the applicable special assessments at or before
20 the time of sentencing unless defendant has demonstrated a lack of
21 ability to pay such assessments.

22 h. Defendant agrees that any and all criminal debt
23 ordered by the Court will be due in full and immediately. The
24 government is not precluded from pursuing, in excess of any payment
25 schedule set by the Court, any and all available remedies by which to
26 satisfy defendant's payment of the full financial obligation,
27 including referral to the Treasury Offset Program.

28

1 i. Complete the Financial Disclosure Statement on a form
2 provided by the USAO and, within 30 days of defendant's entry of a
3 guilty plea, deliver the signed and dated statement, along with all
4 of the documents requested therein, to the USAO by either email at
5 usacac.FinLit@usdoj.gov (preferred) or mail to the USAO Financial
6 Litigation Section at 300 North Los Angeles Street, Suite 7516, Los
7 Angeles, CA 90012. Defendant agrees that defendant's ability to pay
8 criminal debt shall be assessed based on the completed Financial
9 Disclosure Statement and all required supporting documents, as well
10 as other relevant information relating to ability to pay.

11 j. Authorize the USAO to obtain a credit report upon
12 returning a signed copy of this plea agreement.

13 k. Consent to the USAO inspecting and copying all of
14 defendant's financial documents and financial information held by the
15 United States Probation and Pretrial Services Office.

16 l. Defendant further agrees:

17 i. To forfeit all right, title, and interest in and
18 to any and all monies, properties, and/or assets of any kind, derived
19 from or acquired as a result of, or used to facilitate the commission
20 of, or involved in the illegal activity to which defendant is
21 pleading guilty, specifically including, but not limited to, the
22 following items (collectively, the "Forfeitable Assets"):

23 (I) All digital devices seized from defendant
24 and his residence during the execution of a search warrant on
25 February 2, 2023 (collectively, the "Seized Devices"), including but
26 not limited to, the following devices:

27 (A) MacBook Pro (Silver), bearing serial
28 number C02TP0XYHTD8;

1 (B) ASUS Laptop, bearing serial number
2 M1N0CV082657022, and charger;

3 (C) MacBook Pro, bearing serial number
4 C02CT2FXMD6Q, and charger;

5 (D) Apple iPhone, bearing IMEI
6 356740911560093;

7 (E) Apple iPhone, bearing IMEI
8 356169096341535;

9 (F) Apple iPhone, bearing IMEI
10 356765081822551;

11 (G) Apple iPhone, bearing IMEI
12 356478104319122; and

13 (H) Apple iPhone, bearing IMEI
14 356841113720954.

15 (II) All cryptocurrency found on the Seized
16 Devices, including, but not limited to, any cryptocurrency found in
17 any wallets stored on the Seized Devices, or controlled by private
18 keys found on the Seized Devices; and

19 (III) All other digital property found on the
20 Seized Devices.

21 ii. Not to contest in any way the government's
22 destruction, disposal, or transfer of the Forfeitable Assets, which
23 the government may elect to do in its sole discretion at any time
24 after the entry of an order of forfeiture.

25 iii. To the Court's entry of an order of forfeiture at
26 or before sentencing with respect to the Forfeitable Assets and to
27 the forfeiture of the assets.

28

1 iv. To take whatever steps are necessary to pass to
2 the United States clear title to the Forfeitable Assets, including,
3 without limitation, the execution of a consent decree of forfeiture
4 and the completing of any other legal documents required for the
5 transfer of title to the United States.

6 v. Not to contest any administrative forfeiture
7 proceedings or civil judicial proceedings commenced against the
8 Forfeitable Assets. If defendant submitted a claim and/or petition
9 for remission for all or part of the Forfeitable Assets on behalf of
10 himself or any other individual or entity, defendant shall and hereby
11 does withdraw any such claims or petitions, and further agrees to
12 waive any right he may have to seek remission or mitigation of the
13 forfeiture of the Forfeitable Assets.

14 vi. Not to assist any other individual in any effort
15 falsely to contest the forfeiture of the Forfeitable Assets.

16 vii. Not to claim that reasonable cause to seize the
17 Forfeitable Assets was lacking.

18 viii. To prevent the transfer, sale, destruction,
19 or loss of any and all assets described above to the extent defendant
20 has the ability to do so.

21 ix. To fill out and deliver to the USAO a completed
22 financial statement listing defendant's assets on a form provided by
23 the USAO.

24 x. That forfeiture of Forfeitable Assets shall not
25 be counted toward satisfaction of any special assessment, fine,
26 restitution, costs, or other penalty the Court may impose.

27 m. Agree to and not oppose the imposition of the
28 following conditions of probation or supervised release:

1 i. Defendant shall submit defendant's person and any
2 property under defendant's control, including any residence, vehicle,
3 papers, computers, cell phones, other electronic communications or
4 data storage devices or media, email accounts, social media accounts,
5 cloud storage accounts, or other areas under the defendant's control,
6 and effects, to suspicion-less search and seizure at any time of the
7 day or night by any law enforcement or probation officer, with or
8 without a warrant, and with or without cause; and if stopped or
9 questioned by a law enforcement officer for any reason, defendant
10 shall notify that officer that defendant is on federal supervised
11 release and subject to search. Failure to submit to a search may be
12 grounds for revocation. Defendant shall warn any other occupants
13 that the premises may be subject to searches pursuant to this
14 condition.

15 ii. Defendant shall be limited to one virtual
16 currency wallet, and that one wallet shall be used for all virtual
17 currency transactions. Defendant shall not obtain or open any
18 virtual currency wallets/accounts without prior approval of the
19 Probation Officer. All virtual currency transactions, along with any
20 virtual currency wallet Extended Public Keys (XPUB), shall be
21 disclosed to the Probation Officer upon request. Defendant shall be
22 limited to only using and possessing open public blockchain virtual
23 currencies and restricted from using privacy-based blockchain virtual
24 currencies, unless prior approval is obtained from the Probation
25 Officer.

26 iii. Defendant shall possess and use only those
27 digital devices, screen usernames, email accounts, social media
28 accounts, messaging applications, and cloud storage accounts, as well

1 as any passwords or passcodes for all such digital devices and
2 accounts, which have been disclosed to the Probation Officer upon
3 commencement of supervision. Any new devices, accounts,
4 applications, passwords, or passcodes are to be disclosed to the
5 Probation Officer prior to the first use. A digital device is any
6 electronic system or device that can access, view, obtain, store, or
7 transmit digital data related to email accounts, financial accounts,
8 and social media accounts.

9 iv. All computers, computer-related devices, and
10 their peripheral equipment, used by defendant shall be subject to
11 search, seizure and computer monitoring. This shall not apply to
12 items used at the employment site that are maintained and monitored
13 by the employer.

14 v. Defendant shall comply with the rules and
15 regulations of the Computer Monitoring Program. Defendant shall pay
16 the cost of the Computer Monitoring Program.

17 vi. Defendant shall comply with the Internal Revenue
18 Service's reporting requirements as they pertain to virtual
19 currencies and shall provide proof of having done so to the Probation
20 Officer.

21 vii. Defendant shall not engage in the purchase, sale,
22 or transfer of social media accounts, non-fungible tokens, or any
23 other digital property without the express approval of the Probation
24 Officer, nor shall defendant engage in any business, either as whole
25 or partial owner, employee, or otherwise, involving the purchase,
26 sale, or transfer of social media accounts, non-fungible tokens, or
27 any other digital property without the express approval of the
28 Probation Officer. Further, defendant shall provide the Probation

1 Officer with access to any and all records, lists, and any other
2 documentation pertaining to the purchase, sale, or transfer of social
3 media accounts, non-fungible tokens, or any other digital property,
4 or any related business, as directed by the Probation Officer.

5 viii. Defendant is not to partake in gambling or
6 enter any gambling establishment where gambling is conducted, or
7 have access to gambling websites or applications.

8 ix. Defendant is prohibited from using any programs
9 or applications that provide for end-to-end encrypted communication.

10 THE USAO'S OBLIGATIONS

11 3. The USAO agrees to:

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

13 b. Abide by all agreements regarding sentencing contained
14 in this agreement.

15 c. At the time of sentencing, move to dismiss the
16 remaining counts of the indictment against defendant. Defendant
17 agrees, however, that at the time of sentencing the Court may
18 consider any dismissed charges in determining the applicable
19 Sentencing Guidelines range, the propriety and extent of any
20 departure from that range, and the sentence to be imposed.

21 d. At the time of sentencing, provided that defendant
22 demonstrates an acceptance of responsibility for the offenses up to
23 and including the time of sentencing, recommend a two-level reduction
24 in the applicable Sentencing Guidelines offense level, pursuant to
25 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
26 additional one-level reduction if available under that section.

27 e. At the time of sentencing, if before the November 1,
28 2023 effective date for the proposed amendments to the Sentencing

1 Guidelines, recommend that defendant receive a two-level reduction in
2 the applicable Sentencing Guidelines offense level, under the
3 Adjustment for Certain Zero-Point Offenders, pursuant to U.S.S.G.
4 § 4C1.1 of the proposed amendments to the Sentencing Guidelines,
5 provided that defendant qualifies for the reduction under U.S.S.G.
6 § 4C1.1, and there has been no legislative or administrative action
7 withdrawing or delaying the November 1, 2023 effective date for
8 U.S.S.G. § 4C1.1.

9 f. Except for criminal tax violations (including
10 conspiracy to commit such violations chargeable under 18 U.S.C.
11 § 371), not further criminally prosecute defendant for aggravated
12 identity theft, in violation of 18 U.S.C. § 1028A(a)(1), (b)(2), and
13 money laundering, in violation of 18 U.S.C. §§ 1956, 1957, arising
14 out of defendant's conduct described in the agreed-to factual basis
15 set forth in paragraph 14 below. Defendant understands that the USAO
16 is free to criminally prosecute defendant for any other unlawful past
17 conduct or any unlawful conduct that occurs after the date of this
18 agreement. Defendant agrees that at the time of sentencing the Court
19 may consider the uncharged conduct in determining the applicable
20 Sentencing Guidelines range, the propriety and extent of any
21 departure from that range, and the sentence to be imposed after
22 consideration of the Sentencing Guidelines and all other relevant
23 factors under 18 U.S.C. § 3553(a).

24 NATURE OF THE OFFENSES

25 4. Defendant understands that for defendant to be guilty of
26 the crime charged in count one, that is, unauthorized access to a
27 protected computer to obtain information, in violation of Title 18,
28 United States Code, Section 1030(a)(2)(C), (c)(2)(B)(i),

1 (c) (2) (B) (ii), the following must be true: (1) defendant accessed
2 without authorization a protected computer; (2) by accessing a
3 computer without authorization, defendant obtained information from a
4 computer that was used in or affecting interstate or foreign commerce
5 or communication; and (3) the offense was committed for purposes of
6 personal financial gain or in furtherance any criminal or tortious
7 act in violation of the Constitution or laws of the United States or
8 of any State, namely, wire fraud, in violation of 18 U.S.C. § 1343.

9 5. Defendant understands that for defendant to be guilty of
10 the crime charged in count two, that is, wire fraud, in violation of
11 Title 18, United States Code, Section 1343, the following must be
12 true: (1) defendant knowingly participated in, devised, or intended
13 to devise a scheme or plan to defraud, or a scheme or plan for
14 obtaining money or property by means of false or fraudulent
15 pretenses, representations, or promises, or omitted facts; (2) the
16 statements made or facts omitted as part of the scheme were material;
17 that is, they had a natural tendency to influence, or were capable of
18 influencing, a person to part with money or property; (3) defendant
19 acted with the intent to defraud, that is, the intent to deceive and
20 cheat; and (4) defendant used, or caused to be used, an interstate
21 wire communication to carry out or attempt to carry out an essential
22 part of the scheme.

23 6. Defendant understands that for defendant to be guilty of
24 the crime charged in count four, that is, accessing a computer to
25 defraud and obtain value, in violation of Title 18, United States
26 Code, Section 1030(a)(4), (c)(3)(A), the following must be true:
27 (1) defendant knowingly accessed without authorization a computer
28 used in or affecting interstate or foreign commerce or communication;

1 (2) defendant did so with the intent to defraud; (3) by accessing the
2 computer without authorization, the defendant furthered the intended
3 fraud; and (4) defendant by accessing the computer without
4 authorization obtained anything of value.

5 PENALTIES AND RESTITUTION

6 7. Defendant understands that the statutory maximum sentence
7 that the Court can impose for unauthorized access to a protected
8 computer to obtain information, in violation of Title 18, United
9 States Code, Section 1030(a)(2)(C), (c)(2)(B)(i), (c)(2)(B)(ii), as
10 alleged in count one, is: 5 years' imprisonment; a three-year period
11 of supervised release; a fine of \$250,000 or twice the gross gain or
12 gross loss resulting from the offense, whichever is greatest; and a
13 mandatory special assessment of \$100.

14 8. Defendant understands that the statutory maximum sentence
15 that the Court can impose for wire fraud, in violation of Title 18,
16 United States Code, Section 1343, as alleged in count two, is:
17 20 years' imprisonment; a three-year period of supervised release; a
18 fine of \$250,000 or twice the gross gain or gross loss resulting from
19 the offense, whichever is greatest; and a mandatory special
20 assessment of \$100.

21 9. Defendant understands that the statutory maximum sentence
22 that the Court can impose for accessing a computer to defraud and
23 obtain value, in violation of Title 18, United States Code, Section
24 1030(a)(4), (c)(3)(A), as alleged in count four, is: 5 years'
25 imprisonment; a three-year period of supervised release; a fine of
26 \$250,000 or twice the gross gain or gross loss resulting from the
27 offense, whichever is greatest; and a mandatory special assessment of
28 \$100.

1 10. Defendant understands, therefore, that the total maximum
2 sentence for all offenses to which defendant is pleading guilty is:
3 30 years' imprisonment; a three-year period of supervised release; a
4 fine of \$750,000 or twice the gross gain or gross loss resulting from
5 the offenses, whichever is greatest; and a mandatory special
6 assessment of \$300.

7 11. Defendant understands that defendant will be required to
8 pay full restitution to the victims of the offenses to which
9 defendant is pleading guilty. Defendant agrees that, in return for
10 the USAO's compliance with its obligations under this agreement, the
11 Court may order restitution to persons other than the victims of the
12 offenses to which defendant is pleading guilty and in amounts greater
13 than those alleged in the counts to which defendant is pleading
14 guilty. In particular, defendant agrees that the Court may order
15 restitution to any victim of any of the following for any losses
16 suffered by that victim as a result: (a) any relevant conduct, as
17 defined in U.S.S.G. § 1B1.3, in connection with the offenses to which
18 defendant is pleading guilty; and (b) any counts dismissed and
19 charges not prosecuted pursuant to this agreement as well as all
20 relevant conduct, as defined in U.S.S.G. § 1B1.3, in connection with
21 those counts and charges. The parties currently believe that the
22 applicable amount of restitution is approximately \$750,000, but
23 recognize and agree that this amount could change based on facts that
24 come to the attention of the parties prior to sentencing.

25 12. Defendant understands that, by pleading guilty, defendant
26 may be giving up valuable government benefits and valuable civic
27 rights, such as the right to vote, the right to possess a firearm,
28 the right to hold office, and the right to serve on a jury.

1 Defendant understands that he is pleading guilty to a felony and that
2 it is a federal crime for a convicted felon to possess a firearm or
3 ammunition. Defendant understands that the convictions in this case
4 may also subject defendant to various other collateral consequences,
5 including but not limited to revocation of probation, parole, or
6 supervised release in another case and suspension or revocation of a
7 professional license. Defendant understands that unanticipated
8 collateral consequences will not serve as grounds to withdraw
9 defendant's guilty pleas.

10 13. Defendant and his counsel have discussed the fact that, and
11 defendant understands that, if defendant is not a United States
12 citizen, the convictions in this case make it practically inevitable
13 and a virtual certainty that defendant will be removed or deported
14 from the United States. Defendant may also be denied United States
15 citizenship and admission to the United States in the future.
16 Defendant understands that while there may be arguments that
17 defendant can raise in immigration proceedings to avoid or delay
18 removal, removal is presumptively mandatory and a virtual certainty
19 in this case. Defendant further understands that removal and
20 immigration consequences are the subject of a separate proceeding and
21 that no one, including his attorney or the Court, can predict to an
22 absolute certainty the effect of his convictions on his immigration
23 status. Defendant nevertheless affirms that he wants to plead guilty
24 regardless of any immigration consequences that his pleas may entail,
25 even if the consequence is automatic removal from the United States.

26 FACTUAL BASIS

27 14. Defendant admits that defendant is, in fact, guilty of the
28 offenses to which defendant is agreeing to plead guilty. Defendant

1 and the USAO agree to the statement of facts provided below and agree
2 that this statement of facts is sufficient to support pleas of guilty
3 to the charges described in this agreement and to establish the
4 Sentencing Guidelines factors set forth in paragraph 16 below but is
5 not meant to be a complete recitation of all facts relevant to the
6 underlying criminal conduct or all facts known to either party that
7 relate to that conduct. Defendant and the USAO agree the facts
8 provided below constitute relevant conduct for purposes of
9 calculating the Sentencing Guidelines under U.S.S.G. § 1B1.3.

10 Beginning on an unknown date, but no later than April 1, 2019,
11 and continuing through February 2, 2023, in Los Angeles County,
12 within the Central District of California, defendant Amir Hossein
13 Golshan, working alone and sometimes with other co-conspirators,
14 knowingly and with the intent to defraud, executed a scheme to
15 defraud victims through various online scams and unauthorized
16 intrusions into victims' digital accounts. Over the course of the
17 scheme, defendant employed a variety of fraudulent means to defraud
18 hundreds of victims, including Zelle merchant fraud, in which
19 defendant fraudulently offered fake and non-existent services on
20 social media, SIM swapping¹ and social media account takeovers, in
21 which defendant would take over social media accounts to extort the
22 account owners and defraud additional victims, and, finally,
23 impersonating support personnel from Apple, Inc. ("Apple") to take
24

25
26 ¹ "SIM swapping" refers to the process of fraudulently inducing
27 a mobile network carrier to reassign a cell phone number from the
28 legitimate subscriber or user's SIM card and cell phone to a SIM card
and cell phone controlled by a fraudster without the legitimate
subscriber or user's authorization. This allows the fraudster to
take control of the victim's various accounts through two-step
authentication text messages sent to a victim's cell phone.

1 over victims' iCloud accounts to steal non-fungible tokens ("NFTs"),
2 cryptocurrency, and other digital property. In so doing, defendant's
3 entire scheme caused approximately \$740,000 in losses to the hundreds
4 of victims of defendant's fraud.

5 Zelle Merchant Fraud

6 Defendant's Zelle merchant fraud involved fraudulently
7 advertising fake and non-existent Instagram services to individual
8 victims for several hundred dollars each. For example, on August 25,
9 2019, defendant falsely represented on Instagram that he could
10 provide a verified Instagram badge for victim M.S.'s teenage
11 daughter's Instagram account for \$300. Defendant knew this statement
12 was false, as only Instagram could provide a verified account badge.
13 Defendant nonetheless falsely represented in Instagram messages to
14 victim M.S. that he could provide this verification for the account,
15 which fraudulently induced victim M.S. to send an electronic payment
16 of \$300 to defendant. This electronic payment was deposited directly
17 into defendant's bank account.

18 SIM Swapping & Social Media Account Takeovers

19 Defendant's SIM swapping and social media account takeovers
20 targeted both the account owners and their online friends, duping
21 them into sending money to defendant. For instance, on December 26,
22 2021, defendant fraudulently caused victim L.K.'s cell phone number
23 to be SIM swapped, that is, ported to a new cell phone that defendant
24 controlled. After taking control of the victim's cell phone number,
25 defendant reset the passwords to the victim's social media accounts
26 which allowed defendant to take control of those accounts. At the
27 time, victim L.K. was a social media influencer and model with over
28 100,000 followers on various social media accounts. Defendant then

1 logged into victim L.K.'s Instagram account without authorization,
2 impersonated her to her friends, and requested that victim L.K.'s
3 friends send him money through Zelle, PayPal, and other online
4 payment platforms. Several of the victim's online friends sent the
5 defendant money, totaling thousands of dollars, believing they were
6 sending money to the victim. During the time that defendant locked
7 victim L.K. out of her accounts, defendant sent victim L.K. multiple
8 messages demanding \$2,000 for the return of her accounts and
9 threatening to delete her accounts if she did not pay the defendant.
10 In so doing, defendant intentionally accessed without authorization a
11 protected computer belonging to Meta Platforms, Inc., to obtain
12 information for the purpose of private financial gain and in
13 furtherance of wire fraud.

14 On another occasion, on January 2, 2022, defendant fraudulently
15 caused victim A.F.'s cell phone number to be SIM swapped to a new
16 cell phone that defendant controlled. After taking control of her
17 cell phone number, defendant similarly reset the passwords to the
18 victim's social media accounts which allowed defendant to take
19 control of these accounts. Defendant then logged into victim A.F.'s
20 Instagram account without authorization, impersonated her to her
21 friends, and requested that victim's friends send him money. As an
22 example, later that same day, defendant, while located in California,
23 sent an Instagram direct message from victim A.F.'s Instagram account
24 to victim J.T., who was then in New York. Defendant pretended to be
25 victim A.F. and requested that victim J.T. send him an electronic
26 payment of \$800 to his email address, which victim J.T. did. This
27 \$800 electronic payment was deposited directly into defendant's bank
28 account. Defendant also contacted victim A.F. while she was locked

1 out of her accounts and demanded that she pay him \$5,000 to restore
2 access to her accounts or else he would delete them. By accessing
3 victim A.F.'s Instagram account and fraudulently inducing victim J.T.
4 to send him money, defendant intentionally accessed without
5 authorization a protected computer belonging to Meta Platforms, Inc.,
6 with the intent to defraud and obtained \$800, in addition to using
7 interstate wires to carry out an essential part of defendant's wire
8 fraud scheme.

9 Another time, on January 15, 2022, defendant fraudulently caused
10 victim E.W.'s cell phone number to be SIM swapped to a new cell phone
11 that defendant controlled. Defendant then reset the passwords to
12 victim E.W.'s social media accounts which gave him control of victim
13 E.W.'s accounts. Defendant then accessed victim E.W.'s social media
14 accounts, which had victim E.W.'s personal photos and videos saved on
15 them. Defendant contacted victim E.W. and demanded that she pay him
16 \$5,000 for the return of her accounts or else he would post her
17 videos online.

18 Between defendant's Zelle merchant fraud and SIM swapping and
19 social media account takeovers, defendant fraudulently induced
20 approximately \$82,000 in payments from approximately 500 victims,
21 usually in increments of \$300 to \$500 per victim.

22 Apple Support Fraud/NFT & Cryptocurrency Theft

23 Most recently, defendant impersonated Apple Support personnel to
24 gain unauthorized access to several victims' Apple iCloud accounts to
25 steal NFTs, cryptocurrency, and other valuable digital property.
26 Through this conduct, defendant defrauded approximately five
27 different victims of amounts between \$2,000 and \$389,000 each.

28

1 For example, on August 6, 2022, defendant called victim S.G.
2 from the phone number 1-800-MY-APPLE, and pretended to be Apple
3 Support. Defendant told victim S.G. that defendant was with Apple
4 Support and wanted to give victim S.G. an advanced security protocol
5 to protect victim S.G.'s iCloud account. Defendant then caused a
6 two-step authentication code to be sent to victim S.G.'s phone.
7 Through these misrepresentations, defendant fraudulently induced
8 victim S.G. to tell defendant this six-digit code, which allowed
9 defendant to gain access to victim S.G.'s iCloud account. Defendant
10 then changed the email address associated with victim S.G.'s iCloud
11 account to an email address that he controlled and stole valuable
12 digital property from victim S.G., including an NFT valued at
13 approximately \$319,000 and approximately \$70,000 worth of
14 cryptocurrency. Later that same day, defendant sold the stolen NFT
15 for \$130,000 in cryptocurrency on a NFT marketplace.

16 SENTENCING FACTORS

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

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

3	Base Offense Level:	7	U.S.S.G. § 2B1.1(a)
4	Specific Offense Characteristics:		
5	- Loss more than \$550,000	+14	U.S.S.G. § 2B1.1(b) (1) (H)
6	- 10+ victims	+2	U.S.S.G. § 2B1.1(b) (2) (A)
7	- Sophisticated means	+2	U.S.S.G. § 2B1.1(b) (10) (C)
8	- § 1030 involving personal information	+2	U.S.S.G. § 2B1.1(b) (18) (A)
9			

10 Defendant and the USAO reserve the right to argue that additional
11 specific offense characteristics, adjustments, and departures under
12 the Sentencing Guidelines are appropriate.

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

15 18. Defendant and the USAO reserve the right to argue for a
16 sentence outside the sentencing range established by the Sentencing
17 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a) (1),
18 (a) (2), (a) (3), (a) (6), and (a) (7).

19 WAIVER OF CONSTITUTIONAL RIGHTS

20 19. Defendant understands that by pleading guilty, defendant
21 gives up the following rights:

- 22 a. The right to persist in a plea of not guilty.
- 23 b. The right to a speedy and public trial by jury.
- 24 c. The right to be represented by counsel -- and if
25 necessary, have the Court appoint counsel -- at trial. Defendant
26 understands, however, that, defendant retains the right to be
27 represented by counsel -- and if necessary, have the Court appoint
28 counsel -- at every other stage of the proceeding.

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

4 e. The right to confront and cross-examine witnesses
5 against defendant.

6 f. The right to testify and to present evidence in
7 opposition to the charges, including the right to compel the
8 attendance of witnesses to testify.

9 g. The right not to be compelled to testify, and, if
10 defendant chose not to testify or present evidence, to have that
11 choice not be used against defendant.

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

15 WAIVER OF RETURN OF DIGITAL DATA

16 20. Understanding that the government has in its possession
17 digital devices and/or digital media seized from defendant during the
18 execution of a search warrant on February 2, 2023, defendant waives
19 any right to the return of the digital devices, the digital data
20 contained on those digital devices, and/or digital media, and agrees
21 that the government has the exclusive right to delete and destroy the
22 digital devices, the digital data contained on those digital devices,
23 and/or digital media.

24 WAIVER OF APPEAL OF CONVICTION

25 21. Defendant understands that, with the exception of an appeal
26 based on a claim that defendant's guilty pleas were involuntary, by
27 pleading guilty defendant is waiving and giving up any right to
28 appeal defendant's convictions on the offenses to which defendant is

1 pleading guilty. Defendant understands that this waiver includes,
2 but is not limited to, arguments that the statutes to which defendant
3 is pleading guilty are unconstitutional, and any and all claims that
4 the statement of facts provided herein is insufficient to support
5 defendant's pleas of guilty.

6 WAIVER OF APPEAL OF SENTENCE AND COLLATERAL ATTACK

7 22. Defendant agrees that, provided the Court imposes a term of
8 imprisonment within or below the range corresponding to an offense
9 level of 26 and the criminal history category calculated by the
10 Court, defendant gives up the right to appeal all of the following:
11 (a) the procedures and calculations used to determine and impose any
12 portion of the sentence; (b) the term of imprisonment imposed by the
13 Court; (c) the fine imposed by the Court, provided it is within the
14 statutory maximum; (d) to the extent permitted by law, the
15 constitutionality or legality of defendant's sentence, provided it is
16 within the statutory maximum; (e) the amount and terms of any
17 restitution order, provided it requires payment of no more than
18 \$750,000; (f) the term of probation or supervised release imposed by
19 the Court, provided it is within the statutory maximum; and (g) any
20 of the following conditions of probation or supervised release
21 imposed by the Court: the conditions set forth in Second Amended
22 General Order 20-04 of this Court; the drug testing conditions
23 mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); the alcohol and drug
24 use conditions authorized by 18 U.S.C. § 3563(b)(7); and any
25 conditions of probation or supervised release agreed to by defendant
26 in paragraph 2.

27 23. Defendant also gives up any right to bring a post-
28 conviction collateral attack on the convictions or sentence,

1 including any order of restitution, except a post-conviction
2 collateral attack based on a claim of ineffective assistance of
3 counsel, a claim of newly discovered evidence, or an explicitly
4 retroactive change in the applicable Sentencing Guidelines,
5 sentencing statutes, or statutes of conviction. Defendant
6 understands that this waiver includes, but is not limited to,
7 arguments that the statutes to which defendant is pleading guilty are
8 unconstitutional, and any and all claims that the statement of facts
9 provided herein is insufficient to support defendant's pleas of
10 guilty.

11 24. The USAO agrees that, provided (a) all portions of the
12 sentence are at or below the statutory maximum specified above and
13 (b) the Court imposes a term of imprisonment within or above the
14 range corresponding to an offense level of 26 and the criminal
15 history category calculated by the Court, the USAO gives up its right
16 to appeal any portion of the sentence, with the exception that the
17 USAO reserves the right to appeal the amount of restitution ordered
18 if that amount is less than \$750,000.

19 RESULT OF WITHDRAWAL OF GUILTY PLEA

20 25. Defendant agrees that if, after entering guilty pleas
21 pursuant to this agreement, defendant seeks to withdraw and succeeds
22 in withdrawing defendant's guilty pleas on any basis other than a
23 claim and finding that entry into this plea agreement was
24 involuntary, then (a) the USAO will be relieved of all of its
25 obligations under this agreement; and (b) should the USAO choose to
26 pursue any charge or any civil, administrative, or regulatory action
27 that was either dismissed or not filed as a result of this agreement,
28 then (i) any applicable statute of limitations will be tolled between

1 the date of defendant's signing of this agreement and the filing
2 commencing any such action; and (ii) defendant waives and gives up
3 all defenses based on the statute of limitations, any claim of pre-
4 indictment delay, or any speedy trial claim with respect to any such
5 action, except to the extent that such defenses existed as of the
6 date of defendant's signing this agreement.

7 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

8 26. Defendant agrees that if any count of conviction is
9 vacated, reversed, or set aside, the USAO may: (a) ask the Court to
10 resentence defendant on any remaining counts of conviction, with both
11 the USAO and defendant being released from any stipulations regarding
12 sentencing contained in this agreement, (b) ask the Court to void the
13 entire plea agreement and vacate defendant's guilty pleas on any
14 remaining counts of conviction, with both the USAO and defendant
15 being released from all their obligations under this agreement, or
16 (c) leave defendant's remaining convictions, sentence, and plea
17 agreement intact. Defendant agrees that the choice among these three
18 options rests in the exclusive discretion of the USAO.

19 EFFECTIVE DATE OF AGREEMENT

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

23 BREACH OF AGREEMENT

24 28. Defendant agrees that if defendant, at any time after the
25 signature of this agreement and execution of all required
26 certifications by defendant, defendant's counsel, and an Assistant
27 United States Attorney, knowingly violates or fails to perform any of
28 defendant's obligations under this agreement ("a breach"), the USAO

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

10 a. Following the Court's finding of a knowing breach of
11 this agreement by defendant:

12 i. Defendant agrees that: (i) any statements made by
13 defendant, under oath, at the guilty plea hearing (if such a hearing
14 occurred prior to the breach); (ii) the agreed to factual basis
15 statement in this agreement; and (iii) any evidence derived from such
16 statements, shall be admissible against defendant in any such action
17 against defendant, and defendant waives and gives up any claim under
18 the United States Constitution, any statute, Rule 410 of the Federal
19 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal
20 Procedure, or any other federal rule, that the statements or any
21 evidence derived from the statements should be suppressed or are
22 inadmissible.

23 b. Should the USAO choose to pursue any charge or any
24 civil, administrative, or regulatory action that was either dismissed
25 or not filed as a result of this agreement, then:

26 i. Defendant agrees that any applicable statute of
27 limitations is tolled between the date of defendant's signing of this
28 agreement and the filing commencing any such action.

1 ii. Defendant waives and gives up all defenses based
2 on the statute of limitations, any claim of pre-indictment delay, or
3 any speedy trial claim with respect to any such action, except to the
4 extent that such defenses existed as of the date of defendant's
5 signing this agreement.

6 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

7 OFFICE NOT PARTIES

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

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

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

11 NO ADDITIONAL AGREEMENTS

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

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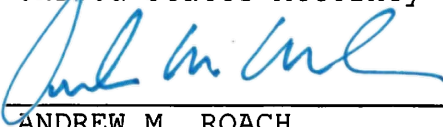
PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

33. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

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

E. MARTIN ESTRADA
United States Attorney



ANDREW M. ROACH
Assistant United States Attorney

July 7, 2023

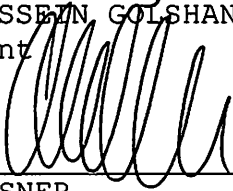
Date



AMIR HOSSEIN GOLSHAN
Defendant

6, 28, 2023

Date



ALAN EISNER
Attorney for Defendant
AMIR HOSSEIN GOLSHAN

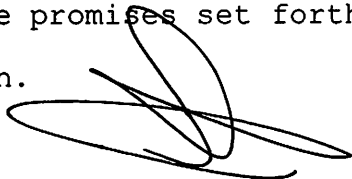
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CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charges and wish to take advantage of the promises set forth in this agreement, and not for any other reason.



AMIR HOSSEIN GOLSHAN
Defendant

6,28,2023

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CERTIFICATION OF DEFENDANT'S ATTORNEY

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2 I am Amir Hossein Golshan's attorney. I have carefully and

3 thoroughly discussed every part of this agreement with my client.

4 Further, I have fully advised my client of his rights, of possible

5 pretrial motions that might be filed, of possible defenses that might

6 be asserted either prior to or at trial, of the sentencing factors

7 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines

8 provisions, and of the consequences of entering into this agreement.

9 To my knowledge: no promises, inducements, or representations of any

10 kind have been made to my client other than those contained in this

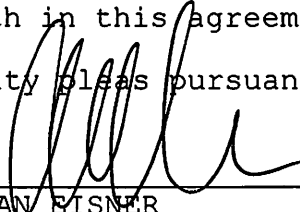
11 agreement; no one has threatened or forced my client in any way to

12 enter into this agreement; my client's decision to enter into this

13 agreement is an informed and voluntary one; and the factual basis set

14 forth in this agreement is sufficient to support my client's entry of

15 guilty pleas pursuant to this agreement.



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17 _____
 ALAN EISNER
 Attorney for Defendant
 AMIR HOSSEIN GOLSHAN

6.28.2023

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 Date

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