United States District Court
Eastern District of Michigan
Southern Division

United States of America,

Plaintiff,

v.

D-2 Samer Kammo,

Defendant.

Case No. 23-CR-20296

Hon. Jonathan J.C. Grey

Plea Agreement

The United States of America and the defendant, Samer Kammo, have reached a plea agreement under Federal Rule of Criminal Procedure 11. The plea agreement's terms are:

1. Count of Conviction

The defendant will plead guilty to Count 1 of the Indictment. Count 1 charges the defendant with Conspiracy to Commit Wire Fraud and Bank Fraud under 18 U.S.C § 1349.

2. Statutory Maximum Penalties

The defendant understands that the count to which he is pleading guilty carries the following maximum statutory penalties:

Count 1	Term of imprisonment:	Up to 30 Years' Imprisonment
	Fine:	Up to $1,000,000 or twice the pecuniary gain or loss; 18 U.S.C. § 3571(d)
	Term of supervised release:	Up to 5 years

3. Agreement to Dismiss Remaining Charges

If the Court accepts this agreement and imposes sentence consistent with its terms, the United States Attorney's Office for the Eastern District of Michigan will move to dismiss any remaining charges in the indictment against the defendant, Samer Kammo, in this case.

4. Elements of Count of Conviction

The elements of Count 1 (Conspiracy to Commit Wire Fraud and Bank Fraud) are:

(1) First, that or more persons conspired, or agreed, to commit the crime of wire fraud, in violation of 18 U.S.C. § 1343, and the crime of bank fraud, in violation of 18 U.S.C. § 1344(2); and

(2) Second, that the defendant knowingly and voluntarily joined the conspiracy.

The elements of the crime of wire fraud, in violation of 18 U.S.C. § 1343, are:

(1) First, that the defendant knowingly participated in, devised, or intended to devise, a scheme to defraud in order to deprive another of money or property;

(2) Second, that the scheme included a material misrepresentation or concealment of a material fact;

(3) Third, that the defendant had the intent to defraud; and

(4) Fourth, that the defendant used wire, radio or television communications or caused another to use wire, radio or television communications in interstate commerce in furtherance of the scheme.

The elements of the crime of bank fraud, in violation of 18 U.S.C. § 1344(2), are:

(1) First, that the defendant knowingly executed or attempted to execute a scheme to obtain any of the money, funds, or property owned by, or under the control of, a bank or financial institution by means of false or fraudulent pretenses, representations or promises;

(2) Second, that the scheme included a material misrepresentation or concealment of a material fact;

(3) Third, that the defendant had the intent to deceive or cheat someone for the purpose of either causing a financial loss to another or bringing about a financial gain to herself or to another person; and

(4) Fourth, that the bank or financial institution was federally insured.

5. Factual Basis

The parties agree that the following facts are true, accurately describe the defendant's role in the offense, and provide a sufficient factual basis for the defendant's guilty plea:

From at least in or around April 2020, through at least in or around December 2020, in the Eastern District of Michigan and elsewhere, SAMER KAMMO conspired and agreed with others, including RITA SHABA and CHRISTINA ANASI, to commit the crime of wire fraud, in violation of 18 U.S.C. § 1343, and the crime of bank fraud, in violation of 18 U.S.C. § 1344(2). KAMMO knowingly and voluntarily joined the conspiracy.

The object of the conspiracy was for KAMMO and his co-conspirators to obtain money and enrich themselves by, among other things, inducing financial institutions and other third-party lenders, through materially false and fraudulent representations and pretenses, to issue improper Paycheck Protection Program ("PPP") loans and then divert those loan proceeds to impermissible uses.

As part of the conspiracy, the co-conspirators caused materially false and fraudulent representations to be made to financial institutions and other third-party lenders, including materially false and fraudulent representations relating to the purported entitlement of various business entities to PPP loan assistance. PPP loan assistance funds issued because of the materially false and fraudulent representations were then received by the conspirators and used for impermissible purposes.

As part of the conspiracy, the co-conspirators caused:

a. Misrepresentations to be made regarding purported payroll expenditures by various business entities;

b. Misrepresentations to be made regarding the purported number of employees of various business entities;

c. Misrepresentations to be made regarding the purported nature of business activity for various business entities;

d. Misrepresentations to be made regarding the purported purpose of PPP loan requests for various business entities;

e. False certifications to be made indicating that PPP loan proceeds would only be used for permissible business-related purposes;

f. False certifications to be made indicating that various non-operational business entities were operational and that those entities paid employee salaries;

g. Fictitious payroll records to be created and submitted to financial institutions and other third-party lenders;

h. Fictitious health insurance records to be created and submitted to financial institutions and other third-party lenders;

i. Fictious bank records to be created and submitted to financial institutions and other third-party lenders; and

j. Fictitious tax records to be created and submitted to financial institutions and other third-party lenders.

KAMMO acknowledges that as part of the conspiracy, he and his co-conspirators obtained fraudulent PPP loans for Wireless Plus Cellular, LLC in the amount of approximately $557,807; W Shallal LLC in the amount of approximately $388,542; JD Hydro, LLC in the amount of approximately $386,667.50; D&H Market, Inc. in the amount of approximately $564,032; Different Flavors 14355, Inc. in the amount of approximately $520,800; and C&S Liquor LLC in the amount of approximately $75,500, among others.

KAMMO acknowledges causing the transfer of fraudulent PPP loan proceeds into bank accounts he controlled knowing both that those proceeds were fraudulently obtained and that the proceeds would not be used for permissible purposes.

In furtherance of the conspiracy, the co-conspirators caused interstate wire transfers to be made, including interstate wire transfers of PPP assistance funds.

6. Advice of Rights

The defendant has read the Indictment, has discussed the charges and possible defenses with his attorney, and understands the crime(s) charged. The defendant understands that, by pleading guilty, he is waiving many important rights, including the following:

A. The right to plead not guilty and to persist in that plea;

B. The right to a speedy and public trial by jury;

C. The right to be represented by counsel—and, if necessary, have the court appoint counsel—at trial;

D. The right to be presumed innocent and to require the government to prove the defendant guilty beyond a reasonable doubt at trial;

E. The right to confront and cross-examine adverse witnesses at trial;

F. The right to testify or not to testify at trial, whichever the defendant chooses;

G. If the defendant chooses not to testify at trial, the right to have the jury informed that it may not treat that choice as evidence of guilt;

H. The right to present evidence or not to present evidence at trial, whichever the defendant chooses; and

I. The right to compel the attendance of witnesses at trial.

7. Collateral Consequences of Conviction

The defendant understands that his conviction here may carry additional consequences under federal or state law. The defendant understands that, if he is not a United States citizen, his conviction here may require him to be removed from the United States, denied citizenship, and denied admission to the United States in the future. The defendant further understands that the additional consequences of his conviction here may include, but are not limited to, adverse effects on the defendant's immigration status, naturalized citizenship, right to vote, right to carry a firearm, right to serve on a jury, and ability to hold certain licenses or to be employed in certain fields. The defendant understands that no one, including the defendant's attorney or the Court, can predict to a certainty what the additional consequences of the defendant's conviction might be. The defendant nevertheless affirms that the defendant chooses to plead guilty regardless of any immigration or other consequences from his conviction.

8. Defendant's Guideline Range

A. Court's Determination

The Court will determine the defendant's guideline range at sentencing.

B. Acceptance of Responsibility

The government recommends under Federal Rule of Criminal Procedure 11(c)(1)(B) that the defendant receive a two-level reduction for acceptance of responsibility under USSG § 3E1.1(a) Further, if the defendant's offense level is 16 or greater and the defendant is awarded the two-level reduction under USSG § 3E1.1(a), the government recommends that the defendant receive an additional one-level reduction for acceptance of responsibility under USSG § 3E1.1(b). If, however, the government learns that the defendant has engaged in any conduct inconsistent with acceptance of responsibility—including, but not limited to, making any false statement to, or withholding information from, his probation officer; obstructing justice in any way; denying his guilt on the offense(s) to which he is pleading guilty; committing additional crimes after pleading guilty; or otherwise demonstrating a lack of acceptance of responsibility as defined in USSG § 3E1.1—the government will be released from its obligations under this paragraph, will be free to argue that the defendant not receive *any* reduction for acceptance of responsibility under USSG § 3E1.1, and will be free to argue that the defendant receive an enhancement for obstruction of justice under USSG § 3C1.1.

C. Other Guideline Recommendations

The parties also recommend under Federal Rule of Criminal Procedure 11(c)(1)(B) that the following guideline provisions apply:

Guideline Section	Offense Level
Base Offense Level: § 2B1.1(a)(1)	7
Actual Loss of $1.5 Million-$3.5 Million: § 2B1.1(b)(1)(I)	+16
Sophisticated Means: § 2B1.1(b)(10)(C)	+2

The parties have no other joint recommendations as to the defendant's guideline calculation.

E. Parties' Obligations

Both the defendant and the government agree not to take any position or make any statement that is inconsistent with any of the guideline recommendations or factual stipulations in paragraphs 8.B or 8.C. Neither party is otherwise restricted in what it may argue or present to the Court as to the defendant's guideline calculation.

F. Not a Basis to Withdraw

The defendant understands that he will have no right to withdraw from this agreement or withdraw his guilty plea if he disagrees, in any way, with the guideline range determined by the Court, even if that guideline range does not incorporate the parties' recommendations or factual stipulations in paragraphs 8.B or 8.C. The government likewise has no right to withdraw from this agreement if it disagrees with the guideline range determined by the Court.

9. Imposition of Sentence

A. Court's Obligation

The defendant understands that in determining his sentence, the Court must calculate the applicable guideline range at sentencing and must consider that range, any possible departures under the sentencing guidelines, and the sentencing factors listed in 18 U.S.C. § 3553(a), and apply any applicable mandatory minimums.

B. Imprisonment

1. Recommendation

Under Federal Rule of Criminal Procedure 11(c)(1)(B), the government recommends that the defendant's sentence of imprisonment not exceed the midpoint of the defendant's guideline range as determined by the Court.

2. No Right to Withdraw

The government's recommendation in paragraph 9.B.1 is not binding on the Court. The defendant understands that he will have no right to withdraw from this agreement or withdraw his guilty plea if the

Court decides not to follow the government's recommendation. The government likewise has no right to withdraw from this agreement if the Court decides not to follow the government's recommendation. If, however, the Court rejects or purports to reject any other term or terms of this plea agreement, the government will be permitted to withdraw from the agreement.

C. Supervised Release

1. Recommendation

The parties have no agreement as to supervised release.

2. No Right to Withdraw

Any recommendation regarding the imposition of a term of supervised release made by either party is not binding on the Court. The defendant understands that he will have no right to withdraw from this agreement or withdraw his guilty plea if the Court decides not to follow the recommendation of either party.

D. Fines

The parties have no recommendation or agreement as to a fine.

E. Restitution

The Court must order restitution to every identifiable victim of the defendant's offense. There is no recommendation or agreement on restitution. The Court will determine at sentencing who the victims are and the amounts of restitution they are owed.

The defendant agrees that restitution is due and payable immediately after the judgment is entered and is subject to immediate enforcement, in full, by the United States. 18 U.S.C. §§ 3612(c) and 3613. If the Court imposes a schedule of payments, the defendant agrees that the schedule of payments is a schedule of the minimum payment due, and that the payment schedule does not prohibit or limit the methods by which the United States may immediately enforce the judgment in full.

The defendant agrees to make a full presentence disclosure of his financial status to the United States Attorney's Office by completing a Financial Disclosure Form and the accompanying releases for the purpose of determining his ability to pay restitution. The defendant agrees to complete and return the Financial Disclosure Form within three weeks of receiving it from government counsel. The defendant agrees to participate in a presentencing debtor's examination if requested to do so by government counsel.

F. Forfeiture

The defendant agrees, pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461, to forfeit to the United States his interest in the Subject Property identified in the Preliminary Order of Forfeiture related to D-3 Christina Anasi. *See* ECF 47. The defendant further agrees not to contest forfeiture of the Subject Property identified in the Preliminary Order of Forfeiture related to D-3 Christina Anasi in any proceeding, whether administrative or judicial.

The defendant agrees to the entry of a forfeiture money judgment in an amount to be determined at or before sentencing, representing the total value of the property subject to forfeiture for the defendant's violation of Count One of the Indictment. The defendant agrees that the forfeiture money judgment may be satisfied, to whatever extent possible, from any property owned or under the control of the defendant. To satisfy the money judgment, the defendant explicitly agrees to the forfeiture of any assets as he has now, or may later acquire, as substitute assets under 21 U.S.C. § 853(p)(2) and waives and relinquishes his rights to oppose the forfeiture of substitute assets under 21 U.S.C. § 853(p)(1) or otherwise.

The defendant agrees to the entry of one or more orders of forfeiture of his interest in such property upon application by the United States at, or any time before, his sentencing in this case as mandated by Federal Rule of Criminal Procedure 32.2. The defendant agrees to sign such orders, indicating he consents to its entry if requested to do so by the government. The defendant agrees that the forfeiture order(s) will become final as to him at the time entered by the Court.

The defendant agrees that he will cooperate with the United States by taking whatever steps are necessary to deliver clear title to property subject to forfeiture under this agreement to the United States and will execute such legal documents as may be required to transfer rights, title, and/or ownership to the United States and by taking whatever steps are necessary to ensure that the property is not sold, disbursed, hidden, wasted, or otherwise made unavailable for forfeiture. If any other person or entity has any interest in such property, the defendant will assist in obtaining a release of interest from any such other person or entity, and to deliver clear title to property that is subject to forfeiture pursuant to 21 U.S.C. § 853.

The defendant knowingly, voluntarily, and intelligently waives any statutory and constitutional challenge to the above-described forfeiture including any challenge based upon the Excessive Fines Clause of the Eighth Amendment to the United States Constitution.

The defendant expressly waives his right to have any determination regarding the forfeitability of the property referenced above whether by judge or by a jury under Rule 32.2. The defendant further waives the requirements of Rule 32.2 regarding notice of forfeiture in the charging instrument, announcement of forfeiture at sentencing, and incorporation of the forfeiture in the judgment.

The defendant acknowledges that he understands that the forfeiture of assets is part of the sentence that may be imposed in this case and waives his right to challenge any failure by the court to advise him of this pursuant to Federal Rule of Criminal Procedure 11(b)(1)(J).

G. Special Assessment

The defendant understands that he will be required to pay a special assessment of $100, due immediately upon sentencing.

10. Appeal Waiver

The defendant waives any right he may have to appeal his conviction on any grounds. The defendant also waives any right he may have to appeal his sentence on any grounds, unless his sentence of imprisonment exceeds the top of the guideline range as determined by the Court.

11. Collateral Review Waiver

The defendant retains the right to raise claims alleging ineffective assistance of counsel or prosecutorial misconduct, as long as the defendant properly raises those claims by collateral review under 28 U.S.C. § 2255. The defendant also retains the right to pursue any relief permitted under 18 U.S.C. § 3582(c), as long as the defendant properly files a motion under that section. The defendant, however, waives any other right he may have to challenge his conviction or sentence by collateral review, including, but not limited to, any right he may have to challenge his conviction or sentence on any grounds under 28 U.S.C. § 2255 (except for properly raised ineffective assistance of counsel or prosecutorial misconduct claims, as described above), 28 U.S.C. § 2241, or Federal Rule of Civil Procedure 59 or 60.

12. Remedies for Withdrawal, Breach, Rejection, or Vacatur

If the defendant is allowed to withdraw his guilty plea or breaches this agreement, or if the Court rejects this agreement, or if the defendant's conviction or sentence under this agreement is vacated, the government may reinstate any charges against the defendant that were dismissed as part of this agreement and may file additional charges against the defendant relating, directly or indirectly, to any of the conduct underlying the defendant's guilty plea or any relevant conduct. If the defendant has been permitted to plead guilty to a lesser-included offense, the government may also reinstate any charges or file any additional charges against the defendant for the greater offense, and the defendant waives his double-jeopardy rights with respect to the greater offense. If the government reinstates any charges or files any additional charges as permitted by this paragraph, the defendant waives his right to challenge those charges on the ground that they were not filed in a timely manner, including any claim that they were filed after the limitations period expired.

13. Use of Withdrawn Guilty Plea

The defendant agrees that if he is permitted to withdraw his guilty plea for any reason, he waives all of his rights under Federal Rule of Evidence 410, and the government may use his guilty plea, any statement that the defendant made at his guilty plea hearing, and the factual basis set forth in this agreement, against the defendant in any proceeding.

14. Parties to Plea Agreement

This agreement does not bind any government agency except the United States Attorney's Office for the Eastern District of Michigan.

15. Scope of Plea Agreement

This plea agreement is the complete agreement between the parties and supersedes any other promises, representations, understandings, or agreements between the parties concerning the subject matter of this agreement that were made at any time before the guilty plea is entered in court. Thus, no oral or written promises made by the government to the defendant or to the attorney for the defendant at any time before the defendant pleads guilty are binding except to the extent they have been explicitly incorporated into this plea agreement. If the parties have entered, or subsequently enter, into a written proffer or cooperation agreement, though, this plea agreement does not supersede or abrogate the terms of that agreement. This plea agreement also does not prevent any civil or administrative actions against the defendant, or any forfeiture claim against any property, by the United States or any other party.

16. Acceptance of Agreement by Defendant

This plea offer expires unless it has been received, fully signed, in the United States Attorney's Office by 5:00pm on July 7, 2025. The government may withdraw from this agreement at any time before the defendant pleads guilty.

JEROME F. GORGON JR.
United States Attorney

Ryan A. Particka
Chief, White Collar Crime Unit
Assistant United States Attorney

Andrew J. Yahkind
Assistant United States Attorney

Dated: 6/12/25

By signing below, the defendant and his attorney agree that the defendant has read or been read this entire document, has discussed it with his attorney, and has had a full and complete opportunity to confer with his attorney. The defendant further agrees that he understands this entire document, agrees to its terms, has had all of his questions answered by his attorney, and is satisfied with his attorney's advice and representation.

Paul Stablein Attorney for Defendant	Samer Kammo Defendant
Dated: 8/22/25	(8-22-25)

SK