

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

UNITED STATES OF AMERICA	:	CRIMINAL NO.
	:	
	:	
v.	:	VIOLATION: 18 U.S.C. § 1001(a)(3)
	:	(False Statements)
	:	
JEFFREY SHIM,	:	
	:	
Defendant.	:	

INFORMATION

The United States Attorney informs that:

COUNT ONE

FALSE STATEMENTS

1. On or about July 17, 2002, defendant Jeffrey Shim began working as a Special Agent with the Honolulu Division of the Federal Bureau of Investigation (FBI), a department and agency within the jurisdiction of the executive branch of the Government of the United States. Shim worked in the FBI's Honolulu Division until on or about January 19, 2008.
2. On or about August 25, 2006, Shim and his wife purchased a home located at XXXXXXXXX in Olney, Maryland.
3. In or around January 2008, Shim was reassigned from the FBI's Honolulu Division to the FBI's Newark, New Jersey Field Office.
4. In or around May 2008, Shim was on a temporary duty assignment (TDY) to FBI Headquarters in Washington D.C.
5. Pursuant to federal travel regulations, "[e]mployees staying with family and friends for any TDY duration will not be reimbursed a lodging allowance."

6. On or about June 26, 2008, Shim submitted to the FBI a “Rental Agreement” dated May 13, 2008, and purportedly signed by Shim and “E.C.”, in support of a claim for lodging expenses. The agreement provided that, during his TDY, Shim would lease a property from “E.C.” located at XXXXXXXXXXXX in Beltsville, Maryland, with a zip code of 20705. The rental agreement provided for a 30 day term and stated that this term would be “automatically [] renewed weekly unless either party notifies the other of it’s [sic] intention to terminate the lease at least one week before its expiration date.” Under the agreement, Shim agreed to pay rent of \$1,400 per week to the property’s landlord, “E.C.”

7. On or about June 26, 2008, Shim caused this rental agreement and additional, related expense information to be submitted to FBI Headquarters in Washington, D.C. to justify the payment of lodging expenses to him allegedly incurred during his TDY. Specifically, Shim submitted for reimbursement rental receipts purportedly signed by Shim and “E.C.” as follows:

Date	Amount
May 13, 2008 - May 19, 2008	\$1,400
May 20, 2008 - May 26, 2008	\$1,400
May 27, 2008 - June 2, 2008	\$1,400
June 3, 2008 - June 9, 2008	\$1,400
June 10, 2008 - June 16, 2008	\$1,400
June 17, 2008 - June 21, 2008	\$800
Total:	\$7,800

8. On or about June 22, 2008, Shim began an additional 18-month TDY to FBI Headquarters.

9. On or about July 16, 2008, Shim submitted to the FBI a second "Rental Agreement" dated June 22, 2008, and once again purportedly signed by Shim and "E.C.". The rental agreement provided that Shim would continue to lease the property located at XXXXXXXXXXXXXXXX, Beltsville, Maryland, with a zip code of 20705, for a period of one year. The agreement further provided that Shim would pay rent of \$3,100 per month to the landlord "E.C.".

10. Also on or about July 16, 2008, and thereafter, Shim caused this second agreement and additional, related expense information to be submitted to FBI Headquarters in Washington, D.C., to justify the payment of lodging expenses to him incurred during his TDY.

11. Specifically, Shim submitted for reimbursement rental receipts purportedly signed by Shim and "E.C." as follows:

Date	Amount
June 22, 2008 - June 30, 2008	\$868.68
July 1, 2008 - July 31, 2008	\$2,943.83
August 1, 2008 - August 31, 2008	\$2,943.83
September 1, 2008 - September 30, 2008	\$2,943.83
October 1, 2008 - October 31, 2008	\$3,100
November 1, 2008 - November 30, 2008	\$3,100
December 1, 2008 - December 31, 2008	\$3,100
January 1, 2009 - January 31, 2009	\$3,100
February 1, 2009- February 25, 2009	\$3,100
March 1, 2009 - March 31, 2009	\$3,100
April 1, 2009 - April 30, 2009	\$3,100

May 1, 2009 - May 31, 2009	\$3,100
June 1, 2009 - June 30, 2009	\$3,100
July 1, 2009 - July 31, 2009	\$3,100
Total:	\$40,700.17

12. Pursuant to the two rental agreements and the attendant receipts, Shim claimed from the FBI and ultimately received a total of **\$48,500.17** for reimbursement of lodging expenses during his TDYs. Each of these claims was false because, except for a short period in 2009, during the entire time that Shim claimed to be leasing a property from "E.C." located at XXXXXXXXXXXX in Beltsville, Maryland, Shim was, in truth and in fact, living with his family at XXXXXXXXXXXX in Olney, Maryland. In addition, Shim falsely indicated that "E.C." signed the lease agreements and the receipts when, in truth and in fact, Shim forged "E.C.'s" signature on those documents.

13. The two rental agreements, and all of the rental receipts Shim submitted in connection with those agreements to FBI Headquarters in Washington, D.C., were materially false, fraudulent, and fictitious, in that Shim knew at the time he submitted each of them that, except for a short period in 2009, he was in fact living at the Paladin Terrace location with his family, and not renting a property, as he falsely claimed, from "E.C.".

14. Between in or about June 2008, and in or about August 2009, as set forth above, in the District of Columbia and elsewhere, defendant Jeffrey Shim knowingly and willfully made and used false writings and documents, knowing the same to contain materially false, fictitious

