



**U.S. Department of Justice**

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January 31, 2025

John D. Adams, Esq.  
Elissa N. Baur, Esq.  
McGuireWoods LLP  
Richmond, VA 23219

Re:                   Brink's Global Services USA, Inc.

Dear Counsel:

The United States Attorney's Office for the Southern District of California ("USAO") and Brink's Global Services USA, Inc. ("BGS" or the "Company"), a Delaware corporation, hereby enter into this non-prosecution agreement (the "Agreement").

1. The USAO agrees that if BGS fully complies with all of its obligations under this Agreement, the USAO will not criminally prosecute the Company, or any of its parents, subsidiaries or affiliates, during the term of this Agreement or thereafter for any crime related to the conduct described in the Statement of Facts attached hereto as Attachment A ("Statement of Facts"); relating to information disclosed by the Company to the USAO prior to the date on which this Agreement was signed, including during a meeting on December 10, 2024; or known to the USAO prior to the date on which this Agreement was signed and that is part of the course of conduct described in the accompanying Statement of Facts, including violations of 18 U.S.C. § 1960, Unlicensed Money Transmitting Business; 31 U.S.C. §§ 5318(h), 5322: Failure to Maintain an Effective Anti-Money Laundering Program; 31 U.S.C. §§ 5318(g), 5322: Failure to File Suspicious Activity Reports.

2. The USAO enters into this Agreement based on the facts and circumstances presented in this case, and including consideration of the following factors:

- (a) the Company received credit for certain cooperative steps including acceptance of responsibility, the termination of the conduct described in the Statement of Facts, implementation of a compliance program intended to prevent the conduct described in the Statement of Facts, and making voluntary document disclosures;
- (b) the presence of new executive leadership who established a renewed commitment to organizational ethics and compliance, with a particular focus on remedial measures and compliance regarding the currency transporter exemption contained within implementing regulations of the Bank Secrecy Act. More specifically, the Company and its parent and affiliates:
  - 1. Significantly increased the number of full-time compliance professionals.
  - 2. Created new roles in its compliance department, including a Deputy Chief Ethics and Compliance Officer with a singular focus on the Ethics & Compliance program, and Regional Compliance Directors.
  - 3. Implemented new software and due diligence procedures to enhance customer risk ratings and supplement existing “Know Your Customer” processes. This includes new standard operating procedures designed to detect and stop transactions that would cause the Company to operate outside the exemption found at 31 C.F.R. § 1010.100(ff)(ii)(D).
  - 4. Developed and refined policies and procedures regarding Anti-Money Laundering (“AML”) and “Know Your Customer” compliance, including a Global AML Policy, Global Sanctions Policy, and Global AML Statement. This includes implementation of a system to block transactions related to entities with which the Company has terminated relationships due to compliance concerns.
  - 5. Enhanced online training for employees and launched frontline training to ensure Company personnel are appropriately trained to detect and report suspicious activity indicative of money laundering.

- (c) the nature and seriousness of the offense; in particular, involvement of multiple third parties in the unregistered transmission of money or value domestically and internationally, the use of multiple manners and means to move money or value, and the duration of the conduct;
- (d) the adequacy of remedies such as regulatory enforcement actions; in particular, the Company's cooperation with and consent to a related regulatory enforcement action brought by the Financial Crimes Enforcement Network (FinCEN), a bureau of the United States Department of Treasury;
- (e) the Company has agreed to continue to cooperate with the USAO in any ongoing or future investigation involving the transportation, shipment, or storage of money or value with a nexus to San Diego or Imperial Counties, under the terms specified in Paragraph 5 of this Agreement.

3. The Company admits, accepts, and acknowledges that it is responsible for the acts of its then-officers, directors, employees, and agents as set forth in the Statement of Facts and incorporated by reference into this Agreement, and that the facts described in the Statement of Facts are true and accurate and that the United States would have proven the facts beyond a reasonable doubt if this case had proceeded to trial. The Company and the USAO agree not to make any public statement contradicting any of the facts set forth in the Statement of Facts. Upon the USAO's notification to the Company's counsel of a public statement by any then-current employee or agent of the Company that in whole or in part publicly denies a statement of fact contained in the Statement of Facts, the Company may avoid breach of this Agreement by publicly repudiating such statement within five business days after notification by the USAO.

4. This Agreement shall be binding upon the Company and its successors and assigns.

5. For a period of two (2) years from the date that this Agreement is executed, the Company shall, subject to applicable laws and regulations: (a) cooperate fully with the USAO, Homeland Security Investigations, FinCEN, and any other law enforcement agency designated by the USAO regarding matters arising out of the conduct covered by this Agreement, or as set forth in the Statement of Facts; (b) use its best efforts to secure the timely attendance and truthful statements and testimony of any officer, director, agent, or then current employee of the Company at any meeting or interview or before the grand jury or at any trial or other court proceeding regarding matters arising out of the conduct covered by this Agreement; and (c) provide the USAO, upon request, all non-privileged information, documents, records, or other

tangible evidence regarding matters arising out of the conduct covered by this Agreement about which the USAO or any federal agency designated by the USAO inquires, including a quarterly report detailing all shipments of money or value through the vault in San Diego, California operated by BGS or its parent, subsidiaries, or affiliates.

6. The Company's obligations under this Agreement shall have a term of two (2) years from the date that this Agreement is executed. The parties agree that for the two-year term of this Agreement, the Company shall: (a) commit no felony under U.S. federal law; (b) truthfully and completely disclose non-privileged information in response to USAO requests relating to any of the conduct covered by the Agreement, or as set forth in the Statement of Facts; and (c) bring to the USAO's attention all substantiated conduct by the Company that could constitute a felony under U.S. federal money-laundering and money-transmission laws, or criminal investigations of the Company involving the same, of which the Company's senior management is aware.

7. The parties agree that the Company will continue efforts to remediate the conduct described in the Statement of Facts and avoid further such conduct by (i) enhancing its AML Compliance Program covering the Company and affiliated entities; (ii) augmenting its compliance structure and personnel; and (iii) enhancing its AML training and technology.

8. The parties agree that the Forfeiture Addendum, attached as Attachment B and incorporated herein by reference, governs forfeiture in this matter. As set forth in the Forfeiture Addendum, BGS agrees to forfeit money in the amount of \$50,391,143.22 to be paid as directed by the USAO. As further set forth in the Forfeiture Addendum, BGS will make two equal payments of \$12,500,000 to the United States. The USAO will credit \$5 million for BGS's swift resolution and acceptance of responsibility, and forgive the remainder of the \$50,391,143.22 due to the Company's implementation of a new compliance program and the significant monetary penalty paid to FinCEN arising out of a related regulatory enforcement action.

9. The parties agree that, if, during the term of this Agreement, the Company commits any felony under U.S. federal law, gives deliberately false, incomplete, or misleading testimony or information in connection with this Agreement (excluding any testimony or information that is provided by Company employees who are not acting within the scope of their employment and at the direction of the Company when providing such testimony or information), or otherwise has knowingly, willfully, and materially failed to perform or fulfill any of its obligations under this Agreement—and has failed to remedy such breach after receiving notice from the USAO as set forth in

Paragraph 11—the Company shall thereafter be subject to prosecution for any violation of federal law of which the USAO has knowledge, including perjury and obstruction of justice. Determination of whether the Company has breached the Agreement and whether to pursue prosecution shall be in the USAO’s sole discretion. Any prosecution related to the conduct described in the Statement of Facts that is not time-barred by the applicable statute of limitations on the date that this Agreement is executed may be commenced against the Company, notwithstanding the expiration of the statute of limitations during the term of this Agreement plus one year. Thus, by signing this agreement, the Company agrees that the statute of limitations with respect to any such prosecution that is not time-barred as of the date this Agreement is executed shall be tolled for the term of this Agreement plus one year.

10. The parties agree that with the exception of any confidential settlement communications exchanged pursuant to Federal Rule of Evidence 410, all statements made by the Company, through its designated representatives, to the USAO or other law enforcement agents, including in the Statement of Facts, and any leads from such statements or testimony, shall be admissible in evidence in any criminal proceeding brought against the Company, and the Company agrees to waive any claim under the United States Constitution, any statute, or any other federal rule that such statements or any leads therefrom are inadmissible or should be suppressed. BGS also agrees, as stated in Attachment C, that it waives indictment and agrees that criminal proceedings may be by information rather than indictment for any federal offense arising out of the Statement of Facts in Attachment A to this Agreement.

11. In the event that the USAO determines that the Company has breached this Agreement, the USAO agrees to provide the Company with written notice of such breach prior to instituting any prosecution resulting from such breach. The Company shall, within thirty (30) days of receipt of such notice, have the opportunity to respond to the USAO in writing to explain the nature and circumstances of the alleged breach, as well as the actions the Company has taken to address and remediate the situation, if necessary, which explanation the USAO shall consider in determining whether to institute a prosecution. BGS acknowledges that the USAO has made no representations, assurances, or promises concerning what sentence may be imposed by the Court if BGS were to breach this Agreement and this matter proceeded to judgment and sentencing. At any future sentencing hearing, BGS acknowledges that the sentence is solely within the discretion of the Court and that nothing in this Agreement binds or restricts the USAO in its allocution to the Court or the Court in the exercise of its discretion. At any future sentencing hearing, the USAO may advocate for any lawful sentence.

12. The parties agree that this Agreement is binding on the Company and the USAO but specifically does not bind any federal, state, local, or foreign prosecuting, enforcement, administrative, or regulatory authority, including any other component of the Department of Justice other than the USAO. The USAO will, however, bring the extent of the Company's cooperation and its enhanced AML Compliance Program to the attention of other prosecuting and investigative offices, if requested to do so by the Company. The USAO agrees that its investigation did not uncover evidence that BGS failed to act as a responsible contractor for purposes of FAR 9.4.

13. This Non-Prosecution Agreement provides no protection without limitation against criminal prosecution or civil or administrative action against any present or former director, officer, employee, agent, consultant, contractor, or any other individual related to the Company, or any other entity, for any violations committed by them.

14. BGS agrees that in the event it, during the term of this Agreement, sells, merges, or transfers all or substantially all of its business operations, whether such transaction, transfer, or series of transactions and transfers is structured as a stock or asset sale, merger, or transfer, or otherwise ceases to do business as Brink's Global Services USA, Inc., its parent company, Brink's, Incorporated, shall immediately thereupon become its successor in interest in each and every obligation described in this Agreement. In the event Brink's, Incorporated, during the term of the agreement, including any extension, sells, merges, or transfers all or substantially all of its business operations, whether such transaction, transfer, or series of transactions and transfers is structured as a stock or asset sale, merger, or transfer, or otherwise ceases to do business as Brink's, Incorporated, the acquiring or newly-formed entity shall immediately thereupon become Brink's, Incorporated's successor in interest in each and every obligation described herein.

15. The parties agree that either the USAO or the Company may disclose this Agreement and its Attachments A, B, and C, to the public or to any other person or public or private entity without limitation.

16. This Agreement, with its Attachments A, B, and C, Company Officer's Certificate, Certificate of Counsel, and Successor In Interest Agreement set forth all the terms of the agreement between the USAO and BGS.

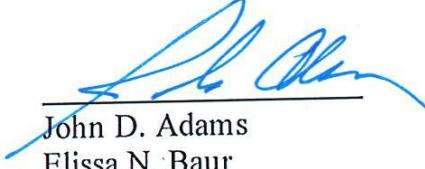
From the date of execution of this Agreement forward, this Agreement supersedes all prior, if any, understandings, promises, or conditions between the USAO and the Company. No additional promises, agreements, or conditions have been entered into other than those set forth in this Agreement and none will be entered into unless in writing and signed by all parties.

ANDREW R. HADEN  
Attorney for the United States,  
Acting under Authority Conferred by  
28 U.S.C. § 515

DATE: February 5, 2025

  
E. Christopher Beeler  
Assistant United States Attorney

DATE: 1/31/25

  
John D. Adams  
Elissa N. Baur  
Counsel for Brink's Global Services  
USA, Inc.

DATE: 1/31/25

  
Jamal Powell  
Director and President  
Brink's Global Services USA, Inc.

## **ATTACHMENT A—STATEMENT OF FACTS**

The following Statement of Facts is incorporated by reference as part of the Agreement, dated January 31, 2025, between the USAO and the Company. The Company admits and acknowledges that it is responsible for the acts of its officers, employees, agents, and other representatives within the scope of their employment. The Company admits, acknowledges, and stipulates that the facts set forth in the Statement of Facts are true and accurate and had this case proceeded to trial, the United States would have proven these facts beyond a reasonable doubt. The Company agrees that in any subsequent criminal or civil proceedings envisioned by the Agreement, it will neither contest the admissibility of, nor contradict the facts as set forth in this Statement of Facts.

### **RELEVANT ENTITIES**

1. At all relevant times to this Statement of Facts, The Brink's Company was a publicly traded company offering cash and valuables management services and headquartered in Richmond, Virginia. Brink's, Incorporated was owned by The Brink's Company, and Brink's Global Services USA, Inc. was a Brink's, Incorporated subsidiary.

2. The Company performed cross-border and regional transport of currency and other valuables. At no time was the Company registered as a money transmission business with the Financial Crimes Enforcement Network (FinCEN), a bureau of the United States Department of Treasury.

3. Money Service Business 1 (MSB-1) was operating in San Diego, California and registered as a money service business with the Financial Crimes Enforcement Network (FinCEN), a bureau of the United States Department of Treasury.

4. Money Service Business 2 (MSB-2) was operating in Miami, Florida, and elsewhere, and registered as a money service business with the Financial Crimes Enforcement Network (FinCEN), a bureau of the United States Department of Treasury.

5. Money Service Business 3 (MSB-3) was a Mexico-based entity operating in San Diego, California and elsewhere, and was not registered as a money service business

with the Financial Crimes Enforcement Network (FinCEN), a bureau of the United States Department of Treasury.

6. Currency Transporter 1 was a Mexico-based currency transporter and an affiliate of the Company.

7. Currency Transporter 2 was a currency transporter headquartered in Tijuana, Mexico, and doing business in Southern California and Mexico.

8. Money Service Business 4 (MSB-4) was operating in San Diego, California and elsewhere, and registered as a money service business with the Financial Crimes Enforcement Network (FinCEN), a bureau of the United States Department of Treasury.

9. Money Service Business 5 (MSB-5) was operating in San Diego, California and elsewhere, and registered as a money service business with the Financial Crimes Enforcement Network (FinCEN), a bureau of the United States Department of Treasury.

10. Money Service Business 6 (MSB-6) was operating in San Diego, California and elsewhere, and registered as a money service business with the Financial Crimes Enforcement Network (FinCEN), a bureau of the United States Department of Treasury.

## **STATUTORY AND REGULATORY BACKGROUND**

### *The Bank Secrecy Act*

11. The stated purpose of the Bank Secrecy Act (“BSA”) was to “prevent the laundering of money . . . through the establishment by financial institutions of reasonably designed risk-based programs to combat money laundering” and to “facilitate the tracking of money that has been sourced through criminal activity or is intended to promote criminal or terrorist activity.” 31 U.S.C. § 5311(2) and (3).

12. To achieve its stated purposes, the BSA obligated financial institutions—such as insured banks, commercial banks, currency exchangers, businesses involved in the transmission of funds, and others—to file certain reports and establish an effective, reasonable, and risk-based anti-money laundering program as prescribed by the Secretary of the Treasury. *See* 31 U.S.C. §§ 5313, 5318.

13. The Secretary of Treasury delegated authority for enforcement and compliance of the BSA to the Financial Crimes Enforcement Network (FinCEN), a bureau with the U.S. Department of Treasury. 31 C.F.R. § 1010.810.

***Money Transmission Businesses***

14. Federal law required that “[a]ny person who owns or controls a money transmitting business shall register the business (whether or not the business is licensed as a money transmitting business in any State) with the Secretary of the Treasury.” 31 U.S.C. § 5330(a)(1).

15. A “money transmitting business” is any business other than the United States Postal Service which “provides check cashing, currency exchange, or money transmitting or remittance services, or issues or redeems money orders, travelers’ checks, and other similar instruments or any other person who engages as a business in the transmission of currency, funds, or value that substitutes for currency, including any person who engages as a business in an informal money transfer system or any network of people who engage as a business in facilitating the transfer of money domestically or internationally outside of the conventional financial institutions system.” 31 U.S.C. § 5330(d)(1)(a).

16. Federal regulations state “each money services business (whether or not licensed as a money services business by any State) must register with FinCEN,” 31 C.F.R. § 1022.380(a)(1), according to the procedures outlined in Title 31, Code of Federal Regulations, Section 1022.380(b).

17. Federal regulations consider a “money transmitting business” to be a “money services business.” 31 C.F.R. § 1010.100(ff)(5). Federal regulations define a “money services business” as “[a] person wherever located doing business, whether or not on a regular basis or as an organized concern, wholly or in substantial part within the United States, in one or more of the capacities listed in paragraphs (ff)(1) through (ff)(7)” of Title 31, Code of Federal Regulations, Section 1010.100(ff).

18. Paragraph (5)(i) of Title 31, Code of Federal Regulations, Section 1010.100(ff) defines a “money transmitter” as:

(A) A person that provides money transmission services. The term “money transmission services” means the acceptance of currency, funds, or other value that substitutes for currency from one person and the transmission of currency, funds, or other value that substitutes for currency to another location or person by any means. “Any means” includes, but is not limited to, through a financial agency or institution; a Federal Reserve Bank or other facility of one or more Federal Reserve Banks, the Board of Governors of the Federal Reserve System, or both; an electronic funds transfer network; or an informal value transfer system; or

(B) Any other person engaged in the transfer of funds.

***The Currency Transporter Exemption***

19. Federal regulations carved out a general exemption to the “money transmitter” definition such that “[w]hether a person is a money transmitter . . . is a matter of facts and circumstances.” 31 C.F.R. § 1010.100(ff)(5)(ii).

20. Federal regulations also created six specific exemptions to the “money transmitter” definition. One such exemption is “[t]he term ‘money transmitter’ shall not include a person that only:

Physically transports currency, other monetary instruments, other commercial paper, or other value that substitutes for currency as a person primarily engaged in such business, such as an armored car, from one person to the same person at another location or to an account belonging to the same person at a financial institution, provided that the person engaged in physical transportation has no more than a custodial interest in the currency, other monetary instruments, other commercial paper, or other value at any point during the transportation.

31 C.F.R. § 1010.100(ff)(ii)(D) (the “Currency Transporter Exemption”).

21. On September 24, 2014, FinCEN issued Administrative Ruling FIN-2014-R010 titled “Administrative Ruling on the Application of FinCEN Regulations to Currency Transporters, Including Armored Car Services, and Exceptive Relief” (the “CT Ruling”). FinCEN issued the CT Ruling “to clarify the application of FinCEN regulations to certain persons involved in transportation of currency” and to clarify that “[c]urrency transporters who engage in transactions that are not covered by an exemption from money transmission . . . have the same regulatory obligations as other money transmitters.”

22. The CT Ruling summarized the “combined effect of the applicable exemptions and the exceptive relief granted” by the CT Ruling as:

- Where a Federal Reserve Bank or a certain type of financial institution subject to a Federal functional regulator contracts for and directs the physical transportation of value by the currency transporter, the currency transporter is exempted from money transmitter status under FinCEN’s regulations exclusively with respect to such physical transportation of value.
- Where a currency transporter, without the intervention of any third party such as a subcontractor and/or transshipper, picks up value from a person (or from a shipper acting at the direction of that person) and physically delivers the same value to the same person at another location, or to an account of that person at a Bank Secrecy Act (“BSA”)-regulated financial institution, such activity alone will not result in the currency transporter being a money transmitter under FinCEN’s regulations.
- In all other scenarios (among them, where there exists transshipment - moving the same shipment from one currency transporter to another - or subcontracting; or where the currency transporter delivers value to a person different than the person from whom it picked up the value; or where the currency transporter takes more than a custodial interest in the value transported), the currency transporter will be deemed a money transmitter under FinCEN’s regulations.

23. CT Ruling Section 3(b) provided shipment specific guidance on the applicability of the Currency Transporter Exemption. Section 3(b) provides “a currency transporter is also eligible for the currency transporter exemption when, acting on instructions from the shipper:

- the currency transporter never takes more than a custodial interest in the currency or other value that substitutes for currency at any point of the transportation, AND EITHER
- the currency transporter picks up the shipment from the shipper and the same currency transporter physically transports it to the shipper at the specified destination; OR
- the currency transporter picks up the shipment from the shipper and the same currency transporter physically transports it to a financial institution, for final credit to the shipper’s account with that financial institution.

24. CT Ruling Section 3(b) explained,

This aspect of the currency transporter exemption has a narrow scope: it applies only when the same currency transporter physically transports currency or other value that substitutes for currency from one location to another location of the shipper, or to the account of the shipper at a BSA-regulated financial institution acting as consignee.

25. CT Ruling Section 3(b) FinCEN also explained,

*The currency transporter must obtain information from the shipper confirming that the final beneficiary is not someone other than the shipper in order to determine whether the exemption applies. Mere lack of knowledge about the transaction will not excuse a currency transporter from the obligations associated with being a money transmitter.*

(emphasis added).

26. CT Ruling Section 4 titled “Exceptional Relief Granted for Shipments in which the Shipper is Acting on Behalf of a Currency Originator” established a “conditional exception to the application of the requirements to which a currency transporter might otherwise be subject when the shipper is acting on behalf of the currency originator.” (emphasis in original). The CT Ruling stated that the exception applies “**only**” (emphasis in original) in situations that meet the following five conditions:

- a. the shipment is wholly domestic (that is, the whole shipment originates and ends within the United States); AND
- b. the currency transporter never takes more than a custodial interest in the currency or other value that substitutes for currency at any point of the transportation; AND
- c. the shipper is acting on behalf of the currency originator, AND EITHER
- d. the currency transporter picks up the shipment from a financial institution and the same currency transporter physically transports it to the currency originator at the specified destination; OR
- e. the currency transporter picks up the shipment from the currency originator and the same currency transporter physically transports it to a financial institution, for final credit to the currency originator’s account with that financial institution.

(emphasis in original).

## **UNLICENSED MONEY TRANSMISSION CONDUCT**

### ***Third Party Beneficiary Transactions***

27. On 12 separate occasions, starting on or about October 8, 2019, and ending on or about July 28, 2020, the Company took custody of U.S. currency totaling \$15,121,000 at MSB-1 located in the Southern District of California. The Company transported the funds from MSB-1 to MSB-2, but failed to confirm whether the funds would be deposited into an account belonging to MSB-1 at MSB-2, or whether the shipment was otherwise compliant with Administrative Ruling FIN-2014-R010.

28. On or about October 8, 2019, the Company picked up three bags of U.S. bank notes in the amount of \$1,000,000 at MSB-1 in the Southern District of California. On or about October 9, 2019, the Company delivered the U.S. bank notes to MSB-2 in the Southern District of Florida. Although the Company was not aware of it or of any other wire transfers referenced in paragraphs 29 through 39 below, on or about October 16, 2019, MSB-2 converted the U.S. currency to \$19,054,802.41 MXN and wired the money to MSB-3's bank account in Mexico.

29. On or about October 16, 2019, the Company picked up three bags of U.S. bank notes in the amount of \$521,000 at MSB-1 in the Southern District of California. On or about October 18, 2019, the Company delivered the U.S. bank notes to MSB-2 in the Southern District of Florida. On or about November 8, 2019, MSB-2 converted the U.S. currency to \$9,478.163.20 MXN and wired the money to MSB-3's bank account in Mexico.

30. On or about November 4, 2019, the Company picked up three bags of U.S. bank notes in the amount of \$1,000,000 at MSB-1 in the Southern District of California at the request of MSB-2. On or about November 5, 2019, the Company delivered the U.S. bank notes to MSB-2 in the Southern District of Florida. On or about November 16, 2019, MSB-2 converted the U.S. currency to \$18,977,179.68 MXN and wired the money to MSB-3's bank account in Mexico.

31. On or about November 20, 2019, the Company picked up three bags of U.S. bank notes in the amount of \$1,000,000 at MSB-1 in the Southern District of California. On or about November 21, 2019, the Company delivered the U.S. bank notes to MSB-2 in the Southern District of Florida. On or about November 26, 2019, MSB-2 converted the U.S. currency to \$19,202,555.26 MXN and wired the money to a third party's bank account in Mexico for further credit to MSB-3.

32. On or about December 4, 2019, the Company picked up one bag of U.S. bank notes in the amount of \$750,000 at MSB-1 in the Southern District of California. On or about December 5, 2019, the Company delivered the U.S. bank notes to MSB-2 in the Southern District of Florida. On or about December 18, 2019, MSB-2 converted the U.S. currency to \$14,220,000.00 MXN and wired the money to MSB-3's bank account in Mexico.

33. On or about December 26, 2019, the Company picked up two bags of U.S. bank notes in the amount of \$1,000,000 at MSB-1 in the Southern District of California. On or about December 27, 2019, the Company delivered the U.S. bank notes to MSB-2 in the Southern District of Florida. On or about January 3, 2020, MSB-2 converted the U.S. currency to \$18,706,054.06 MXN and transmitted it to MSB-3.

34. On or about January 13, 2020, the Company picked up three bags of U.S. bank notes in the amount of \$1,000,000 at MSB-1 in the Southern District of California. On or about January 14, 2020, the Company delivered the U.S. bank notes to MSB-2 in the Southern District of Florida. On or about February 11, 2020, MSB-2 converted the U.S. currency to \$18,546,097.98 MXN and wired the money to MSB-3's bank account in Mexico.

35. On or about February 5, 2020, the Company picked up three bags of U.S. bank notes in the amount of \$1,300,000 at MSB-1 in the Southern District of California. On or about February 6, 2020, the Company delivered the U.S. bank notes to MSB-2 in the Southern District of Florida. On or about February 11, 2020, MSB-2 converted the

U.S. currency to \$24,028,631.34 MXN and transmitted it to MSB-3's bank account in Mexico.

36. On or about March 4, 2020, the Company picked up four bags of U.S. bank notes in the amount of \$1,700,000 at MSB-1 in the Southern District of California. On or about March 5, 2020, the Company delivered the U.S. bank notes to MSB-2 in the Southern District of Florida. On or about March 13, 2020, MSB-2 converted most of the U.S. currency to \$33,682,607.67 MXN and transmitted it to MSB-3's bank account in Mexico.

37. On or about June 22, 2020, the Company picked up one bag of U.S. bank notes in the amount of \$1,200,000 at MSB-1 in the Southern District of California 1. On or about June 23, 2020, the Company delivered the U.S. bank notes to Shipper 1 in the Southern District of Florida. On or about June 24, 2020, MSB-2 converted the U.S. currency to \$26,742,844.66 MXN and transmitted it to MSB-3's bank account in Mexico.

38. On or about July 8, 2020, the Company picked up seven bags of U.S. bank notes in the amount of \$2,100,000 at MSB-1 in the Southern District of California. On or about July 9, 2020, the Company delivered the U.S. bank notes to MSB-2 in the Southern District of Florida. On or about July 13, 2020, MSB-2 converted most of the U.S. currency to \$42,036,178.80 MXN and transmitted it to MSB-3's bank account in Mexico.

39. On or about July 29, 2020, the Company picked up eight bags of U.S. bank notes in the amount of \$2,750,000 at MSB-1 in the Southern District of California. On or about July 30, 2020, the Company delivered the U.S. bank notes to MSB-2 in the Southern District of Florida. On or about August 10, 2020, MSB-2 converted the U.S. currency to \$44,820,000.00 MXN and wired it to MSB-3's bank account in Mexico.

40. With respect to the transactions listed in Paragraphs 27 – 39, the Company failed to seek or obtain information confirming that the final beneficiary of each transaction was not someone other than the shipper, as explained in CT Ruling Section 3(b), and did not have compliance controls in place to do so. By failing to seek and obtain

information about the identity of a final beneficiary who was in fact a third party to each transaction, the Company operated outside the ‘safe harbor’ of the Currency Transporter Exemption. During this time, the Company was not registered with FinCEN as a money transmitter and therefore engaged in the unlicensed transmission of \$15,100,000.

***Cross-Border Third Party Transactions***

41. Between 2019 and 2020, the Company operated outside the scope of the Currency Transporter Exemption by engaging in cross-border transshipment of money, meaning the cross-border transmission of money between different entities, and using multiple currency transporters.

42. On or about March 11, 2020, Currency Transporter 1 took custody of 23 bags containing Mexican Pesos valued at \$7,815,571.46 of U.S. currency (“the Money”) from Currency Transporter 2 in Mexico for delivery to MSB-4 as consignee.

43. On or about March 11, 2020, Currency Transporter 1 caused the importation of the Money into the United States at Los Angeles International Airport by a commercial airline. Upon its arrival in the United States, the Company took custody of the Money and shortly thereafter, Currency Transporter 2 picked up the Money from the Company for final delivery to MSB-5 and MSB-6 in San Diego, California.

44. According to FinCEN Forms 105—Reports of International Transportation of Currency or Monetary Instruments—filed contemporaneously by Currency Transporter 1 with the importation of the Money, the ultimate beneficiaries of the Money were MSB-5 and MSB-6, not MSB-4.

45. By engaging in the cross-border transshipment of the Money from MSB-4 to MSB-5 and MSB-6, and using Currency Transporter 1 and Currency Transporter 2, the Company acted outside the scope of the Currency Transport Exemption and knowingly transmitted money without being registered as a money transmission business with FinCEN.

46. Between February 24, 2020, and March 20, 2020, the Company engaged in eight cross-border transactions that were materially identical to the pattern of conduct

described in Paragraphs 42-45. During that time, the Company was not registered with FinCEN as a money transmitter and engaged in the unlicensed transmission of money in the equivalent of \$35,291,143.22 between third parties across the U.S.-Mexico border.

## **ATTACHMENT B—FORFEITURE ADDENDUM**

This Forfeiture Addendum is incorporated into and made part of the Agreement between the USAO and Brink's Global Services USA, Inc. .

A. Applicable Law. As a material part of the Agreement, BGS agrees to forfeit to the United States funds pursuant to the requirements of Title 18, United States Code, Section 1960, as required under Title 18, United States Code, Section 982(a)(1) and Title 28, United States Code, Section 2461(c). Forfeiture is mandatory as a part of the Agreement and in the event of a breach, is a mandatory penalty for the offense conduct.

B. Consent to Forfeiture. BGS consents to the immediate forfeiture of the Forfeited Assets (defined below in Paragraph C), in accordance with the additional terms set forth therein. Such consent will be considered final and irrevocable as to BGS's interests in the Forfeited Assets. BGS agrees to take all steps requested by the USAO to pass clear title to the Forfeited Assets to the United States. BGS further agrees to execute any document requested by the United States or any of its agencies to facilitate the forfeiture of the Forfeited Assets. BGS further agrees not to contest or to assist any other person or entity in contesting the forfeiture of the Forfeited Assets, and BGS specifically agrees to obtain from any party who has an interest in the Forfeited Assets any consent forms required to facilitate or complete the forfeiture of the Forfeited Assets to the United States. The Company further agrees that if any third party files a claim against the Forfeited Assets under 21 U.S.C. §853(n) or any other basis, the Company will assist the United States in opposing the claim or petition.

C. Forfeiture. BGS agrees to forfeit to the United States \$50,391,143.22 (the "Forfeited Assets") as further prescribed below in Paragraphs D-F.

D. Payment and Credits. The Company agrees to pay the Forfeited Assets by way of two equal payments in the amount of \$12,500,000 by transfer pursuant to the instructions provided by the USAO (the "Forfeiture Payment"). The first payment is due no later than the date of the Agreement plus 10 business days. The second payment is due no later than one year of the date of the Agreement. Failure to timely remit the Forfeiture Payment will constitute breach of this Non-Prosecution Agreement.

The USAO credits \$5,000,000 to the Forfeited Assets upon execution of this Agreement due to BGS's swift resolution and acceptance of responsibility.

In recognition of BGS's cooperation and implementation of a compliance program to prevent the type of conduct described in the Statement of Facts, and in consideration of a substantial monetary penalty arising out of a related regulatory enforcement action with the Financial Crimes Enforcement Network (FinCEN), a bureau of the United States Department of Treasury, the United States will forgive the remaining unpaid balance of the Forfeited Assets (totaling \$20,391,143.22) after two years from the date this Agreement is executed so long as BGS has not breached the Agreement during that two-year period.

E. Waivers of Notice and Requirements. In addition to its immediate and irrevocable consent to the forfeiture of the Forfeited Assets, BGS waives the requirements of Federal Rules of Criminal Procedure 32.2 and 43(a) regarding notice of the forfeiture in the charging instrument, announcement of the forfeiture at a sentencing, and incorporation of the forfeiture in a judgment. BGS further waives the requirements of Title 18, United States Code, Section 983.

F. Waiver of Challenges and Appeal. BGS agrees to waive any and all challenges, in any manner, without limitation, (including direct appeal, habeas corpus, or any other means) to any forfeiture carried out in accordance with this Forfeiture Addendum and Non-Prosecution Agreement.

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G. Breach. Failure of BGS to fully and timely comply with any of the promises or obligations set forth in this Forfeiture Addendum will constitute an immediate, material breach of the Non-Prosecution Agreement.

ANDREW R. HADEN  
Attorney for the United States, Acting  
under Authority Conferred by 28 U.S.C.  
§ 515

Chris Beeler

E. Christopher Beeler  
Assistant United States Attorney

John D. Adams

John D. Adams  
Elissa N. Baur  
Counsel for Brink's Global Services USA,  
Inc.

Elissa N. Baur

Elissa N. Baur  
Counsel for Brink's Global Services USA, Inc.

DATED: February 5, 2025

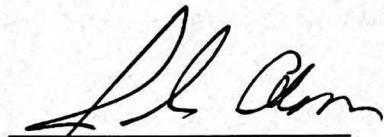
DATED: 1/31/25

DATED: 1/31/25

**ATTACHMENT C—WAIVER OF INDICTMENT**

In the event that the United States Attorney's Office for the Southern District of California institutes a criminal prosecution against Brink's Global Services USA, Inc. following a determination of a breach of the Non-Prosecution Agreement, in accordance with Paragraphs 9, 10, and 11 of that Agreement, Brink's Global Services USA, Inc., having been advised by counsel of its rights and the nature of potential charges arising out of the Statement of Facts, waives its right to indictment and agrees that criminal proceedings may be by information rather than indictment for any federal offense arising out of the Statement of Facts attached as Attachment A to the Non-Prosecution Agreement.

DATE: 1/31/25



John D. Adams  
Elissa N. Baur  
Counsel for Brink's Global Services  
USA, Inc.

DATE: 1/31/25



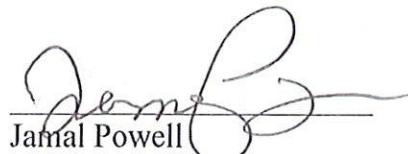
Jamal Powell  
Director and President  
Brink's Global Services USA, Inc.

**COMPANY OFFICER'S CERTIFICATE**

I, Jamal Powell, certify that I am a Director and President for Brink's Global Services USA, Inc. and I am authorized to execute this Agreement. I have read this Agreement and reviewed every part of it with outside counsel. Counsel fully advised me of BGS's rights, possible defenses, the relevant Sentencing Guidelines provisions, and the consequences of entering into this Agreement. I, on behalf of BGS, understand the terms of this Agreement, and all its exhibits, addenda, and attachments, and knowingly and voluntarily agree, on behalf of BGS, to its terms.

No promises or inducements have been made other than those contained in this Agreement. No one has threatened or forced me, or, to my knowledge, any person authorizing this Agreement on BGS's behalf, in any way to enter into this Agreement. I am satisfied with outside counsel's representation in this matter.

DATE: 1/31/25

  
Jamal Powell  
Director and President  
Brink's Global Services USA, Inc.

**CERTIFICATE OF COUNSEL**

I am counsel for Brink's Global Services USA, Inc. in the matter covered by this Agreement. In connection with such representation, I have examined relevant documents and have discussed the terms of this Agreement with the Company's management, and its Board of Directors. I have fully advised them of the Company's rights, possible defenses, the relevant Sentencing Guidelines' provisions, and the consequences of entering into this Agreement. Based on our review of the foregoing materials and discussions, I am of the opinion that the representative of the Company has been duly authorized to enter into this Agreement on the Company's behalf; that this Agreement has been duly and validly authorized, executed, and delivered on the Company's behalf; and that this Agreement is a valid and binding obligation of Defendant and its successors, if any. To my knowledge, the Company's decision to enter into this Agreement is informed, knowing, and voluntary.

DATED: 1/31/25

  
John D. Adams  
Elissa N. Baur  
Counsel for Brink's Global Services  
USA, Inc.

**SUCCESSOR IN INTEREST AGREEMENT**

I, Beth Davis, certify that I am Secretary for Brink's, Incorporated and am authorized to execute this Agreement on its behalf.

I have read this Agreement and carefully reviewed every part of it with outside counsel for Brink's, Incorporated. Counsel has fully advised me of Brink's, Incorporated's rights, possible defenses, the relevant Sentencing Guidelines' provisions, and the consequences of entering into this Agreement. I have further carefully reviewed the terms of this Agreement with Brink's, Incorporated's Board of Directors, and I have caused Brink's, Incorporated's outside counsel to advise the Board of Directors fully of Brink's Global Services USA, Inc.'s rights, possible defenses, the relevant Sentencing Guidelines' provisions, and the consequences of entering into the Agreement.

I understand the terms of this Agreement and knowingly and voluntarily agree, on behalf of Brink's, Incorporated, that should Brink's Global Services USA, Inc. sell, merge, or transfer all or substantially all of its business operations, whether such transaction, transfer, or series of transactions and transfers is structured as a stock or asset sale, merger, or transfer, or otherwise ceases to do business as Brink's Global Services USA, Inc., whether or not the Brink's Global Services USA, Inc. corporate entity remains in existence, Brink's, Incorporated shall immediately thereupon assume each and every one of Brink's Global Services USA, Inc.'s obligations under this Agreement, as its successor in interest, including, but not limited to, the obligation to remit the prescribed forfeiture payments in a timely fashion and to cooperate fully with the USAO.

DATED: January 31, 2025



Beth Davis  
Designated Representative of  
Brink's, Incorporated