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CLERK, U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

BY _____

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

February 2010 Grand Jury

11	UNITED STATES OF AMERICA,	)	CR No. 10-1031(A) -AHM
)	
12	Plaintiff,	)	<u>F I R S T</u>
		)	<u>S U P E R S E D I N G</u>
13	v.	)	<u>I N D I C T M E N T</u>
)	
14	ENRIQUE FAUSTINO AGUILAR	)	[18 U.S.C. § 371: Conspiracy;
	NORIEGA,	)	15 U.S.C. § 78dd-2: Foreign
15	ANGELA MARIA GOMEZ AGUILAR,	)	Corrupt Practices Act; 18 U.S.C.
	aka "Angela Maria	)	§ 1956(h): Conspiracy to Launder
16	Gomez Aguilar,"	)	Monetary Instruments; 18 U.S.C.
	aka "Angela Maria Cepeda	)	§ 1956(a) (1) (B) (i): Money
17	Gomez Aguilar,"	)	Laundering; 18 U.S.C. § 2:
	aka "Angela Gomez	)	Aiding and Abetting and Causing
18	Cepeda,"	)	Acts To Be Done; 18 U.S.C.
	LINDSEY MANUFACTURING	)	§ 981(a) (1) (C), 21 U.S.C. § 853,
19	COMPANY,	)	and 28 U.S.C. § 2461(c):
	KEITH E. LINDSEY, and	)	Criminal Forfeiture; 18 U.S.C.
20	STEVE K. LEE,	)	§ 982(a) (1) and 21 U.S.C. § 853:
		)	Criminal Forfeiture]
21	Defendants.)	
)	
22)	
)	
23)	

The Grand Jury charges:

INTRODUCTORY ALLEGATIONS

At all times relevant to this Indictment:

A. RELEVANT STATUTES

1. The Foreign Corrupt Practices Act of 1977 ("FCPA"), as

DMM:dmm
NJM:njm

1 amended, Title 15, United States Code, Sections 78dd-2, *et seq.*,
2 was enacted by Congress for the purpose of, among other things,
3 making it unlawful for certain persons and business entities
4 defined as "domestic concerns," or officers, employees, or agents
5 of those domestic concerns, to act corruptly in furtherance of an
6 offer, promise, authorization, or payment of money or anything of
7 value to a foreign government official for the purpose of
8 obtaining or retaining business for or with, or directing
9 business to, any person.

10 2. Article 222 of the Federal Penal Code of the United
11 Mexican States ("Mexico") prohibited a public servant from
12 soliciting or receiving money or gifts for himself or another, or
13 accepting a promise, in exchange for an act or omission, whether
14 lawful or unlawful, in relation to his public duties. Article
15 222 also prohibited any person from giving or offering money or
16 gifts in order for any public servant to commit an act or
17 omission, whether lawful or unlawful, in relation to his public
18 duties.

19 B. RELEVANT PERSONS AND ENTITIES

20 3. Comisión Federal de Electricidad ("CFE") was an
21 electric utility company owned by the government of Mexico.
22 During the time period relevant to this Indictment, CFE was
23 responsible for supplying electricity to all of Mexico other than
24 Mexico City. CFE contracted with Mexican and foreign companies
25 for goods and services to help supply electricity services to its
26 customers.

27 4. Official 1 was a Mexican citizen who held a senior
28 level position at CFE. Official 1 became the Sub-Director of

1 Generation for CFE in 2002 and the Director of Operations in
2 2007. Official 1's position at CFE made him a "foreign
3 official," as that term is defined in the FCPA, 15 U.S.C. § 78dd-
4 2(h)(2).

5 5. Official 2 was a Mexican citizen who also held a senior
6 level position at CFE. Official 2 was the Director of Operations
7 at CFE until that position was taken over by Official 1 in 2007.
8 Official 2's position at CFE made him a "foreign official," as
9 that term is defined in the FCPA, 15 U.S.C. § 78dd-2(h)(2).

10 6. Defendant LINDSEY MANUFACTURING COMPANY ("LINDSEY
11 MANUFACTURING") was a privately held company incorporated in
12 California and headquartered in Azusa, California. As such,
13 defendant LINDSEY MANUFACTURING was a "domestic concern" as that
14 term is defined in the FCPA, 15 U.S.C. § 78dd-2(h)(1). Defendant
15 LINDSEY MANUFACTURING manufactured emergency restoration systems
16 ("ERSs") and other equipment that was used by electrical utility
17 companies. Defendant LINDSEY MANUFACTURING maintained several
18 bank accounts at U.S. banks, including Preferred Bank and United
19 Bank. Many of defendant LINDSEY MANUFACTURING's clients were
20 foreign, state-owned utilities, including CFE, which was one of
21 defendant LINDSEY MANUFACTURING's most significant customers.
22 Defendant LINDSEY MANUFACTURING conducted business in a number of
23 its foreign markets through sales representatives.

24 7. Defendant KEITH E. LINDSEY ("LINDSEY") was the
25 President of defendant LINDSEY MANUFACTURING. In that position,
26 defendant LINDSEY had ultimate authority over all of defendant
27 LINDSEY MANUFACTURING's operations. Defendant LINDSEY also had a
28 majority ownership interest in defendant LINDSEY MANUFACTURING

1 and was signatory authority over defendant LINDSEY
2 MANUFACTURING's bank accounts. Defendant LINDSEY was a citizen
3 of the United States. In light of the foregoing, defendant
4 LINDSEY was a "domestic concern" and an officer, employee, and
5 agent of a domestic concern, as those terms are defined in the
6 FCPA, 15 U.S.C. § 78dd-2(h)(1).

7 8. Defendant STEVE K. LEE ("LEE") was the Vice President
8 and Chief Financial Officer of defendant LINDSEY MANUFACTURING.
9 In that position, defendant LEE controlled defendant LINDSEY
10 MANUFACTURING's finances and had signatory authority over
11 defendant LINDSEY MANUFACTURING's bank accounts. Defendant Lee
12 was also a citizen of the United States. In light of the
13 foregoing, defendant LEE was a "domestic concern" and an officer,
14 employee, and agent of a domestic concern, as those terms are
15 defined in the FCPA, 15 U.S.C. § 78dd-2(h)(1).

16 9. Grupo Internacional De Asesores S.A. ("Grupo") was a
17 company incorporated in Panama and headquartered in Mexico.
18 Grupo maintained a brokerage account in Houston, Texas, at Global
19 Financial Services, Inc. ("Global Financial"). Grupo's purported
20 business was to provide sales representation services for
21 companies like defendant LINDSEY MANUFACTURING that had business
22 with CFE. Grupo was defendant LINDSEY MANUFACTURING's sales
23 representative in Mexico and received a percentage of the revenue
24 defendant LINDSEY MANUFACTURING received from its contracts with
25 CFE. Defendant LINDSEY MANUFACTURING obtained multiple contracts
26 with CFE while using Grupo as its sales representative. In light
27 of the foregoing, Grupo was an agent of a domestic concern, as
28 those terms are defined in the FCPA, 15 U.S.C. § 78dd-2(h)(1).

1 10. Defendant ENRIQUE FAUSTINO AGUILAR NORIEGA ("ENRIQUE
2 AGUILAR") was born in Mexico and was a lawful permanent resident
3 of the United States. Defendant ENRIQUE AGUILAR was a Director
4 of Grupo and was hired by defendant LINDSEY MANUFACTURING to
5 obtain contracts from CFE. In light of the foregoing, defendant
6 ENRIQUE AGUILAR was a "domestic concern" and an agent of a
7 domestic concern, as those terms are defined in the FCPA, 15
8 U.S.C. § 78dd-2(h)(1).

9 11. Defendant ANGELA MARIA GOMEZ AGUILAR, also known as
10 ("aka") "Angela Maria Gomez Aguilar," "Angela Maria Cepeda Gomez
11 Aguilar," "Angela Gomez Cepeda" ("ANGELA AGUILAR"), was a citizen
12 of Mexico and was married to defendant ENRIQUE AGUILAR.
13 Defendant ANGELA AGUILAR served as an Officer and a Director of
14 Grupo. In that position, defendant ANGELA AGUILAR managed
15 Grupo's finances and was the sole signatory on Grupo's Global
16 Financial brokerage account.

17 12. Sorvill International S.A. ("Sorvill") was a company
18 incorporated in Panama and headquartered in Mexico. Sorvill
19 maintained bank accounts in Germany and Switzerland. Like Grupo,
20 Sorvill's purported business was to provide sales representation
21 for companies that had business with CFE. Defendant ENRIQUE
22 AGUILAR was also the Director of Sorvill, and defendants ENRIQUE
23 AGUILAR and ANGELA AGUILAR both had signatory authority over
24 Sorvill's bank accounts.

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COUNT ONE

[18 U.S.C. § 371]

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2
3 1. The Grand Jury incorporates and realleges the
4 allegations contained in paragraphs 1 through 12 in the
5 Introductory Allegations above as though fully set forth in their
6 entirety here.

7 A. THE OBJECT OF THE CONSPIRACY

8 2. Beginning in or around February 2002, and continuing
9 through in or around March 2009, in Los Angeles County, within
10 the Central District of California, and elsewhere, defendants
11 ENRIQUE AGUILAR, LINDSEY MANUFACTURING, LINDSEY, and LEE,
12 together with co-conspirator Grupo, and others known and unknown
13 to the Grand Jury, knowingly combined, conspired, and agreed to
14 commit the following offense against the United States:

15 To willfully make use of mails and means and
16 instrumentalities of interstate commerce, corruptly in
17 furtherance of an offer, payment, promise to pay, and
18 authorization of the payment of any money, offer, gift, promise
19 to give, and authorization of the giving of anything of value to
20 any foreign official and any person, while knowing that all or a
21 portion of such money and thing of value would be and had been
22 offered, given, and promised, directly and indirectly, to any
23 foreign official, for purposes of: (i) influencing acts and
24 decisions of such foreign official in his official capacity; (ii)
25 inducing such foreign official to do and omit to do acts in
26 violation of the lawful duty of such official; (iii) securing an
27 improper advantage; and (iv) inducing such foreign official to
28 use his influence with a foreign government and instrumentalities

1 thereof to affect and influence acts and decisions of such
2 government and instrumentalities, in order to assist defendants
3 ENRIQUE AGUILAR, LINDSEY MANUFACTURING, LINDSEY, and LEE,
4 coconspirator Grupo, and others in obtaining and retaining
5 business for and with, and directing business to, defendant
6 LINDSEY MANUFACTURING, in violation of Title 15, United States
7 Code, Sections 78dd-2(a).

8 B. THE MANNER AND MEANS OF THE CONSPIRACY

9 3. The object of the conspiracy was carried out, and was
10 to be carried out, in substance, as follows:

11 a. Defendants LINDSEY MANUFACTURING, LINDSEY and LEE
12 would retain defendant ENRIQUE AGUILAR as defendant LINDSEY
13 MANUFACTURING's sales representative in Mexico because of his
14 close personal relationship with and influence over Official 1.

15 b. Defendants LINDSEY MANUFACTURING, LINDSEY and LEE
16 would agree to pay defendant ENRIQUE AGUILAR a thirty percent
17 commission on all of the goods and services defendant LINDSEY
18 MANUFACTURING sold to CFE, a commission significantly higher than
19 the commission defendant LINDSEY MANUFACTURING had paid its
20 previous sales representative in Mexico, knowing that all or a
21 portion of that money would be used to pay Official 1 and others
22 at CFE bribes in exchange for CFE awarding defendant LINDSEY
23 MANUFACTURING contracts.

24 c. Defendants LINDSEY MANUFACTURING, LINDSEY, LEE, and
25 ENRIQUE AGUILAR would cause the thirty percent commission to be
26 paid into Grupo's brokerage account at Global Financial, a
27 commission significantly higher than the commission defendant
28 LINDSEY MANUFACTURING paid to its previous sales representative

1 in Mexico, while knowing defendant ENRIQUE AGUILAR had a close
2 personal relationship with Official 1 and would use all or a
3 portion of the thirty percent commission to pay Official 1 and
4 others bribes in exchange for CFE awarding defendant LINDSEY
5 MANUFACTURING contracts.

6 d. Defendants LINDSEY MANUFACTURING, LINDSEY, and LEE
7 would cause the cost of the goods and services defendant LINDSEY
8 MANUFACTURING sold to CFE to be increased by thirty percent to
9 ensure that the added cost of paying the thirty percent
10 commission was absorbed by CFE and not defendant LINDSEY
11 MANUFACTURING.

12 e. When defendant LINDSEY MANUFACTURING was awarded
13 contracts by CFE, defendant ENRIQUE AGUILAR would cause invoices
14 from Grupo to be submitted to defendant LINDSEY MANUFACTURING
15 totaling approximately thirty percent of the money CFE paid to
16 defendant LINDSEY MANUFACTURING.

17 f. In order to conceal the fact that defendant
18 LINDSEY MANUFACTURING was paying a thirty percent commission on
19 all of the money it received from CFE to Grupo, defendant ENRIQUE
20 AGUILAR would at times cause the invoices to falsely state that
21 half of the money being paid to Grupo (that is, fifteen percent
22 of the contract price) was a commission and that the remaining
23 fifteen percent was for other services purportedly rendered by
24 Grupo.

25 g. Defendants LINDSEY MANUFACTURING, LINDSEY, and LEE
26 would cause the money requested in the fraudulent invoices to be
27 wired into Grupo's brokerage account at Global Financial, while
28 knowing that all or a portion of the money would be used to pay

1 bribes to Official 1 and others at CFE in exchange for the award
 2 of CFE contracts.

3 C. OVERT ACTS

4 4. In furtherance of the conspiracy and to accomplish its
 5 object, defendants ENRIQUE AGUILAR, LINDSEY MANUFACTURING,
 6 LINDSEY and LEE, together with others known and unknown to the
 7 Grand Jury, committed and willfully caused others to commit the
 8 following overt acts, among others, in the Central District of
 9 California, and elsewhere:

10 The Agreement

11 Overt Act No. 1: In or around 2002, defendants LINDSEY
 12 and LEE entered into an agreement with defendant ENRIQUE AGUILAR
 13 on behalf of defendant LINDSEY MANUFACTURING in which defendant
 14 LINDSEY MANUFACTURING agreed to hire defendant ENRIQUE AGUILAR as
 15 its sales representative in Mexico and to pay him a thirty
 16 percent commission on all of the contracts that defendant LINDSEY
 17 MANUFACTURING obtained from CFE.

18 The Fraudulent Invoices

19 5. On or about the following dates, defendant ENRIQUE
 20 AGUILAR caused the following invoices to be submitted from Grupo
 21 to defendant LINDSEY MANUFACTURING, fraudulently stating the
 22 following amounts were owed by defendant LINDSEY MANUFACTURING to
 23 Grupo for commissions and for services rendered by Grupo to
 24 defendant LINDSEY MANUFACTURING:

<i>Overt Act</i>	<i>Date</i>	<i>Inv.</i>	<i>Amount</i>
<u>Overt Act No. 2:</u>	Aug. 1, 2002	101	\$174,326.06
<u>Overt Act No. 3:</u>	Aug. 2, 2002	102	\$174,326.06
<u>Overt Act No. 4:</u>	Sept. 8, 2003	111	\$84,012.11

1	<u>Overt Act No. 5:</u>	Oct. 2, 2003	112	\$86,111.00
2	<u>Overt Act No. 6:</u>	Oct. 2, 2003	113	\$149,663.00
3	<u>Overt Act No. 7:</u>	Oct. 21, 2003	114	\$149,663.00
4	<u>Overt Act No. 8:</u>	Oct. 31, 2003	116	\$84,459.00
5	<u>Overt Act No. 9:</u>	Nov. 28, 2003	117	\$44,162.00
6	<u>Overt Act No. 10:</u>	Nov. 28, 2003	118	\$44,162.00
7	<u>Overt Act No. 11:</u>	Dec. 19, 2003	119	\$112,079.42
8	<u>Overt Act No. 12:</u>	Dec. 19, 2003	120	\$112,079.42
9	<u>Overt Act No. 13:</u>	Dec. 19, 2003	121	\$54,251.10
10	<u>Overt Act No. 14:</u>	Dec. 19, 2003	122	\$54,251.10
11	<u>Overt Act No. 15:</u>	June 25, 2004	123	\$53,778.00
12	<u>Overt Act No. 16:</u>	Dec. 21, 2004	126	\$134,061.00
13	<u>Overt Act No. 17:</u>	Sept. 26, 2006	132	\$109,879.38
14	<u>Overt Act No. 18:</u>	Sept. 28, 2006	133	\$42,104.40
15	<u>Overt Act No. 19:</u>	Oct. 25, 2006	134	\$92,116.74
16	<u>Overt Act No. 20:</u>	Nov. 10, 2006	135	\$1,567,416.00
17	<u>Overt Act No. 21:</u>	Nov. 21, 2006	137	\$1,567,416.00
18	<u>Overt Act No. 22:</u>	Jan. 10, 2007	139	\$121,642.00
19	<u>Overt Act No. 23:</u>	Jan. 17, 2007	140	\$100,917.00
20	<u>Overt Act No. 24:</u>	Jan. 17, 2007	141	\$80,242.00
21	<u>Overt Act No. 25:</u>	Feb. 9, 2007	142	\$115,879.56
22	<u>Overt Act No. 26:</u>	July 2, 2007	143	\$15,348.50
23	<u>Overt Act No. 27:</u>	Sept. 13, 2007	144	\$260,468.00
24	<u>Overt Act No. 28:</u>	Oct. 10, 2007	145	\$9,155.00
25	<u>Overt Act No. 29:</u>	March 28, 2008	148	\$230,333.00
26	<u>Overt Act No. 30:</u>	March 28, 2008	149	\$13,078.00

The Bribe Payments

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28 6. On or about the following dates, defendants LEE and

1 LINDSEY, on behalf of defendant LINDSEY MANUFACTURING, caused the
 2 following wire transfers to be made from the accounts of
 3 defendant LINDSEY MANUFACTURING to Grupo's Global Financial
 4 brokerage account in the following approximate amounts, knowing
 5 that all or a portion of the money would be used to pay bribes to
 6 Official 1 and others at CFE in exchange for the award of CFE
 7 contracts:

<i>Overt Act</i>	<i>Date</i>	<i>Amount</i>
<u>Overt Act No. 31:</u>	Aug. 1, 2002	\$174,326.06
<u>Overt Act No. 32:</u>	Aug. 5, 2002	\$174,326.06
<u>Overt Act No. 33:</u>	Sept. 9, 2003	\$84,012.11
<u>Overt Act No. 34:</u>	Oct. 3, 2003	\$235,744.00
<u>Overt Act No. 35:</u>	Oct. 24, 2003	\$149,663.00
<u>Overt Act No. 36:</u>	Nov. 10, 2003	\$84,459.00
<u>Overt Act No. 37:</u>	Dec. 1, 2003	\$84,459.00
<u>Overt Act No. 38:</u>	Dec. 8, 2003	\$44,162.00
<u>Overt Act No. 39:</u>	Dec. 9, 2003	\$44,162.00
<u>Overt Act No. 40:</u>	Dec. 24, 2003	\$112,079.42
<u>Overt Act No. 41:</u>	Dec. 23, 2003	\$54,251.10
<u>Overt Act No. 42:</u>	Dec. 30, 2003	\$166,600.52
<u>Overt Act No. 43:</u>	July 15, 2004	\$53,778.00
<u>Overt Act No. 44:</u>	Jan. 19, 2005	\$134,061.00
<u>Overt Act No. 45:</u>	Oct. 2, 2006	\$109,879.38
<u>Overt Act No. 46:</u>	Oct. 10, 2006	\$42,104.40
<u>Overt Act No. 47:</u>	Nov. 1, 2006	\$92,116.74
<u>Overt Act No. 48:</u>	Nov. 17, 2006	\$1,567,416.00
<u>Overt Act No. 49:</u>	Nov. 28, 2006	\$1,567,416.00
<u>Overt Act No. 50:</u>	Jan. 12, 2007	\$121,642.00

1 Overt Act No. 51: Jan. 18, 2007 \$100,917.00
2 Overt Act No. 52: Jan. 24, 2007 \$80,242.00
3 Overt Act No. 53: Feb. 14, 2007 \$115,879.56
4 Overt Act No. 54: July 5, 2007 \$15,348.50
5 Overt Act No. 55: Sept. 17, 2007 \$260,468.00
6 Overt Act No. 56: Oct. 12, 2007 \$9,155.00
7 Overt Act No. 57: April 10, 2008 \$230,333.00
8 Overt Act No. 58: April 22, 2008 \$27,000.00
9 Overt Act No. 59: May 23, 2008 \$13,078.00

10 *The Benefits to the Foreign Officials*

11 Overt Act No. 60: On or about July 13, 2006, defendant
12 ENRIQUE AGUILAR and another individual known to the Grand Jury
13 caused a letter to be submitted to Global Financial authorizing
14 the transfers of funds from Grupo's Global Financial brokerage
15 account to pay the credit card bills for Official 1's American
16 Express credit card "in full every month, until further notice,"
17 which included the false explanation that Official 1 was the
18 "brother-in-law of company owner."

19 Overt Act No. 61: On or about August 23, 2006, defendant
20 ENRIQUE AGUILAR aided Official 1 in purchasing an 82-foot yacht
21 named the *Dream Seeker* for \$1,800,010, which Official 1 later
22 accepted as the true purchaser of the yacht.

23 Overt Act No. 62: On or about August 24, 2006, defendant
24 ENRIQUE AGUILAR caused a wire transfer to South Shore Yacht Sales
25 Trust from Sorvill's Swiss bank account in the amount of
26 approximately \$360,000, as partial payment for the *Dream Seeker*
27 yacht purchased for Official 1.

28 Overt Act No. 63: On or about August 28, 2006, defendant

1 ENRIQUE AGUILAR and another individual known to the Grand Jury
2 caused the issuance of a check to South Shore Yacht Sales Trust
3 from Grupo's Global Financial brokerage account for approximately
4 \$540,000, as partial payment for the *Dream Seeker* yacht purchased
5 for Official 1.

6 Overt Act No. 64: On or about September 8, 2006, defendant
7 ENRIQUE AGUILAR caused a wire transfer to South Shore Yacht Sales
8 Trust from Sorvill's Swiss bank account in the amount of
9 approximately \$450,000, as partial payment for the *Dream Seeker*
10 yacht purchased for Official 1.

11 Overt Act No. 65: On or about November 30, 2006, defendant
12 ENRIQUE AGUILAR and another individual known to the Grand Jury
13 caused a wire transfer in the amount of approximately \$250,000
14 from Grupo's Global Financial brokerage account to a Banco
15 Popular account ending xx370, which falsely stated that the wire
16 transfer was going to Official 2's female relative for "payment
17 for professional services advice."

18 Overt Act No. 66: In or around November 2006, defendant
19 ENRIQUE AGUILAR caused a signed International Sales
20 Representative Agreement to be submitted to Global Financial,
21 which falsely stated that Official 2's female relative was a
22 sales representative for Grupo.

23 Overt Act No. 67: On or about November 30, 2006, defendant
24 ENRIQUE AGUILAR and another individual known to the Grand Jury
25 caused a wire transfer in the amount of approximately \$250,000 to
26 be sent from Grupo's Global Financial brokerage account to a
27 Banco Popular account ending xx581, which falsely stated that the
28 wire transfer was going to Official 2's male relative for

1 "payment for professional services advice."

2 Overt Act No. 68: In or around November 2006, defendant
3 ENRIQUE AGUILAR caused a signed International Sales
4 Representative Agreement to be submitted to Global Financial,
5 which falsely stated that Official 2's male relative was a sales
6 representative for Grupo.

7 Overt Act No. 69: On or about February 16, 2007, defendant
8 ENRIQUE AGUILAR and another individual known to the Grand Jury
9 caused the issuance of a check to Ferrari of Beverly Hills from
10 Grupo's Global Financial brokerage account for approximately
11 \$297,500 to purchase a 2005 Ferrari Spyder (the "Ferrari") for
12 Official 1.

13 Overt Act No. 70: In or around February 2007, defendant
14 ENRIQUE AGUILAR and another individual known to the Grand Jury
15 caused a statement of facts, which authorized Official 1 to pick
16 up the Ferrari titled in defendant ENRIQUE AGUILAR's name, to be
17 submitted to Ferrari of Beverly Hills.

18 Overt Act No. 71: In or around March 2007, defendant
19 ENRIQUE AGUILAR caused a car insurance policy on the Ferrari to
20 be issued under his own name but listed Official 1 as a driver of
21 the Ferrari on the policy.

22 Overt Act No. 72: On or about March 9, 2007, defendant
23 ENRIQUE AGUILAR caused a wire transfer in the amount of
24 approximately \$45,000 from Sorvill's Swiss bank account to a
25 Banner Bank account number ending in xx227 to be applied to an
26 escrow on behalf of Official 1's half brother CM.

27 Overt Act No. 73: On or about March 14, 2007, defendant
28 ENRIQUE AGUILAR caused a wire transfer in the amount of

1 approximately \$50,000 from Sorvill's Swiss bank account to a
2 Banco Popular account number ending in xx370, which stated that
3 the transfer was going to Official 2's mother as a "consulting
4 fee."

5 Overt Act No. 74: On or about March 14, 2007, defendant
6 ENRIQUE AGUILAR caused a wire transfer in the amount of
7 approximately \$50,000 from Sorvill's Swiss bank account to a
8 Banco Popular account number ending in xx581, which stated that
9 the transfer was going to Official 2's brother as a "consulting
10 fee."

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COUNTS TWO THROUGH SIX

[15 U.S.C. § 78dd-2(a); 18 U.S.C. § 2]

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3 1. The Grand Jury incorporates and realleges the
4 allegations contained in paragraphs 1 through 12 in the
5 Introductory Allegations above as though fully set forth in their
6 entirety here.

7 2. On or about the dates set forth below, in Los Angeles
8 County, within the Central District of California, and elsewhere,
9 defendants ENRIQUE AGUILAR, LINDSEY MANUFACTURING, LINDSEY, and
10 LEE, who were domestic concerns and officers, employees and
11 agents of a domestic concern within the meaning of the FCPA,
12 willfully made use of, and aided, abetted, and caused others to
13 make use of, the mails and means and instrumentalities of
14 interstate commerce corruptly in furtherance of an offer,
15 payment, promise to pay, and authorization of the payment of any
16 money, offer, gift, promise to give, and authorization of the
17 giving of anything of value to any foreign official, and to any
18 person, while knowing that all or a portion of the money and
19 thing of value would be and had been offered, given, and
20 promised, directly and indirectly, to any foreign official for
21 the purposes of: (i) influencing acts and decisions of such
22 foreign official in his official capacity; (ii) inducing such
23 foreign official to do and omit to do acts in violation of the
24 lawful duty of such official; (iii) securing an improper
25 advantage; and (iv) inducing such foreign official to use his
26 influence with a foreign government and instrumentalities thereof
27 to affect and influence acts and decisions of such government and
28 instrumentalities, in order to assist defendants ENRIQUE AGUILAR,

1 LINDSEY MANUFACTURING, LINDSEY, and LEE in obtaining and
2 retaining business for and with, and directing business to
3 defendant LINDSEY MANUFACTURING, as follows:

<u>COUNT</u>	<u>DATE</u>	<u>MEANS AND INSTRUMENTALITIES OF INTERSTATE AND INTERNATIONAL COMMERCE</u>
TWO	11/1/2006	Wire transfer of approximately \$92,116.74 from defendant LINDSEY MANUFACTURING's Preferred Bank account in California to Grupo's Global Financial brokerage account in Texas
THREE	11/17/2006	Wire transfer of approximately \$1,567,416.00 from defendant LINDSEY MANUFACTURING's Preferred Bank account in California to Grupo's Global Financial brokerage account in Texas
FOUR	11/28/2006	Wire transfer of approximately \$1,567,416.00 from defendant LINDSEY MANUFACTURING's Preferred Bank account in California to Grupo's Global Financial brokerage account in Texas
FIVE	2/9/2007	Wire transfer of approximately \$115,879.56 from defendant LINDSEY MANUFACTURING'S Preferred Bank account in California to Grupo's Global Financial brokerage account in Texas
SIX	9/17/2007	Wire transfer of approximately \$260,468 from defendant LINDSEY MANUFACTURING's California United Bank account in California to Grupo's Global Financial brokerage account in Texas

COUNT SEVEN

[18 U.S.C. § 1956(h)]

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3 1. The Grand Jury incorporates and realleges the
4 allegations contained in paragraphs 1 through 12 in the
5 Introductory Allegations above as though fully set forth in their
6 entirety here.

7 A. THE OBJECTS OF THE CONSPIRACY

8 2. From in or around 2002, through in or around March
9 2009, the exact dates being unknown to the Grand Jury, in Los
10 Angeles County, in the Central District of California, and
11 elsewhere, defendants ENRIQUE AGUILAR and ANGELA AGUILAR did
12 willfully, that is, with the intent to further the objects of the
13 conspiracy, and knowingly combine, conspire, confederate, and
14 agree with each other and with other persons known and unknown to
15 the Grand Jury, to commit offenses under Title 18, United States
16 Code, Sections 1956 and 1957, namely:

17 a. knowing that the property involved in a financial
18 transaction represented the proceeds of some form of unlawful
19 activity, to conduct financial transactions affecting interstate
20 and foreign commerce, which financial transactions involved the
21 proceeds of specified unlawful activity, knowing that the
22 transactions were designed in whole and in part to conceal and
23 disguise the nature, the location, the source, the ownership, and
24 the control of the proceeds of said specified unlawful activity,
25 in violation of Title 18, United States Code, Section
26 1956(a)(1)(B)(i);

27 b. to knowingly transport, transmit, and transfer,
28 and willfully cause others to transport, transmit, and transfer,

1 monetary instruments and funds from a place in the United States
2 to places outside the United States, intending that each of the
3 transactions, in whole and in part, promote the carrying on of a
4 specified unlawful activity, in violation of Title 18, United
5 States Code Section 1956(a)(2)(A); and

6 c. to engage in a monetary transaction by, through,
7 and to a financial institution, in and affecting interstate and
8 international commerce, in criminally derived property that was
9 of a value greater than \$10,000.00, that is, the deposit,
10 withdrawal, transfer and exchange of U.S. currency, funds, and
11 monetary instruments, such property having been derived from
12 specified unlawful activity, in violation of Title 18, United
13 States Code, Section 1957.

14 B. THE MANNER AND MEANS OF THE CONSPIRACY

15 3. The objects of the conspiracy were carried out, and to
16 be carried out, in substance, as follows:

17 4. Defendant ENRIQUE AGUILAR and others known and unknown
18 to the Grand Jury would cause bribes to Official 1 and Official 2
19 to be paid into Grupo's brokerage account at Global Financial, in
20 violation of the Foreign Corrupt Practices Act, Title 15, United
21 States Code, Section 78dd-2, and in violation of the criminal
22 bribery laws of Mexico, namely, Article 222 of the Federal Penal
23 Code of the United Mexican States.

24 5. Defendants ENRIQUE AGUILAR and ANGELA AGUILAR would
25 take a portion of the money paid to Grupo's brokerage account at
26 Global Financial and engage in monetary transactions designed to:
27 (1) conceal the source of the moneys and the fact that they were
28 bribes to Official 1 and Official 2; (2) promote the payment of

1 bribes through international monetary transactions for the
2 benefit of Official 1 and Official 2; and (3) engage in monetary
3 transactions of a value greater than \$10,000 using criminally
4 derived property.

5 C. OVERT ACTS

6 6. In furtherance of the conspiracy and to accomplish its
7 objects, defendants ENRIQUE AGUILAR and ANGELA AGUILAR, together
8 with others known and unknown to the Grand Jury, committed and
9 willfully caused others to commit the following overt acts, among
10 others, in the Central District of California, and elsewhere:

11 Overt Act No. 1: On or about July 13, 2006, defendant
12 ENRIQUE AGUILAR and defendant ANGELA AGUILAR caused a letter to
13 be submitted to Global Financial authorizing the transfers of
14 funds from Grupo's Global Financial brokerage account to pay the
15 credit card bills for Official 1's American Express credit card
16 "in full every month, until further notice," which included the
17 false explanation that Official 1 was the "brother-in-law of
18 company owner."

19 Overt Act No. 2: On or about August 23, 2006, defendant
20 ENRIQUE AGUILAR aided Official 1 in purchasing an 82-foot yacht
21 named the *Dream Seeker* for \$1,800,010, which Official 1 later
22 accepted as the true purchaser of the yacht.

23 Overt Act No. 3: On or about August 24, 2006, defendant
24 ENRIQUE AGUILAR caused a wire transfer to South Shore Yacht Sales
25 Trust from Sorvill's Swiss bank account in the amount of
26 approximately \$360,000, as partial payment for the *Dream Seeker*
27 yacht purchased for Official 1.

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1 Overt Act No. 4: On or about August 28, 2006, defendant
2 ENRIQUE AGUILAR and defendant ANGELA AGUILAR caused the issuance
3 of a check to South Shore Yacht Sales Trust from Grupo's Global
4 Financial brokerage account for approximately \$540,000, as
5 partial payment for the *Dream Seeker* yacht purchased for Official
6 1.

7 Overt Act No. 5: On or about September 8, 2006, defendant
8 ENRIQUE AGUILAR caused a wire transfer to South Shore Yacht Sales
9 Trust from Sorvill's Swiss bank account in the amount of
10 approximately \$450,000, as partial payment for the *Dream Seeker*
11 yacht purchased for Official 1.

12 Overt Act No. 6: On or about November 30, 2006, defendant
13 ENRIQUE AGUILAR and defendant ANGELA AGUILAR caused a wire
14 transfer in the amount of approximately \$250,000 to be sent from
15 Grupo's Global Financial brokerage account to a Banco Popular
16 account ending xx370, which falsely stated that the wire transfer
17 was going to Official 2's female relative for "payment for
18 professional services advice."

19 Overt Act No. 7: In or around November 2006, defendant
20 ENRIQUE AGUILAR caused a signed International Sales
21 Representative Agreement to be submitted to Global Financial,
22 which falsely stated that Official 2's female relative was a
23 sales representative for Grupo.

24 Overt Act No. 8: On or about November 30, 2006, defendant
25 ENRIQUE AGUILAR and defendant ANGELA AGUILAR caused a wire
26 transfer in the amount of approximately \$250,000 from Grupo's
27 Global Financial brokerage account to a Banco Popular account
28 ending xx581, which falsely stated that the wire transfer was

1 going to Official 2's male relative for "payment for professional
2 services advice."

3 Overt Act No. 9: In or around November 2006, defendant
4 ENRIQUE AGUILAR caused a signed International Sales
5 Representative Agreement to be submitted to Global Financial,
6 which falsely stated that Official 2's male relative was a sales
7 representative for Grupo.

8 Overt Act No. 10: On or about February 16, 2007, defendant
9 ENRIQUE AGUILAR and defendant ANGELA AGUILAR caused the issuance
10 of a check to Ferrari of Beverly Hills from Grupo's Global
11 Financial brokerage account for approximately \$297,500 to
12 purchase a 2005 Ferrari Spyder (the "Ferrari") for Official 1.

13 Overt Act No. 11: In or around February 2007, defendant
14 ENRIQUE AGUILAR and defendant ANGELA AGUILAR caused a statement
15 of facts, which authorized Official 1 to pick up the Ferrari
16 titled in defendant ENRIQUE AGUILAR's name, to be submitted to
17 Ferrari of Beverly Hills.

18 Overt Act No. 12: In or around March 2007, defendant
19 ENRIQUE AGUILAR caused a car insurance policy on the Ferrari to
20 be issued under his own name but listed Official 1 as a driver of
21 the Ferrari on the policy.

22 Overt Act No. 13: On or about March 9, 2007, defendant
23 ENRIQUE AGUILAR caused a wire transfer in the amount of
24 approximately \$45,000 from Sorvill's Swiss bank account to a
25 Banner Bank account number ending in xx227 to be applied to an
26 escrow on behalf of Official 1's half brother CM.

27 Overt Act No. 14: On or about March 14, 2007, defendant
28 ENRIQUE AGUILAR caused a wire transfer in the amount of

1 approximately \$50,000 from Sorvill's Swiss bank account to a
2 Banco Popular account number ending in xx370, which stated that
3 the transfer was going to Official 2's mother as a "consulting
4 fee."

5 Overt Act No. 15: On or about March 14, 2007, defendant
6 ENRIQUE AGUILAR caused a wire transfer in the amount of
7 approximately \$50,000 from Sorvill's Swiss bank account to a
8 Banco Popular account number ending in xx581, which stated that
9 the transfer was going to Official 2's brother as a "consulting
10 fee."

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COUNT EIGHT

[18 U.S.C. § 1956(a)(1)(B)(i); 18 U.S.C. § 2]

1. The Grand Jury incorporates and realleges the allegations contained in paragraphs 1 through 12 in the Introductory Allegations above as though fully set forth in their entirety here.

2. On or about the following date, in Los Angeles County, in the Central District of Los Angeles, and elsewhere, defendants ENRIQUE AGUILAR and ANGELA AGUILAR, together with and aided and abetted by others known and unknown to the Grand Jury, knowing that the property involved in the financial transaction described below represented the proceeds of some form of unlawful activity, conducted, and willfully caused others to conduct, the following financial transaction affecting interstate commerce, which transaction in fact involved the proceeds of specified unlawful activity, namely, a violation of the Foreign Corrupt Practices Act and a violation of the criminal bribery laws of Mexico, as set forth in Article 222 of the Federal Penal Code of the United Mexican States, knowing that the transaction was designed in whole or in part to conceal and disguise the nature, location, source, ownership, and control of the proceeds of such specified unlawful activity:

<u>DATE</u>	<u>FINANCIAL TRANSACTION</u>
2/16/07	The deposit of a check issued from Grupo's Global Financial brokerage account ending XX964 for approximately \$297,500 into a Pacific Western Bank account ending in XX200 for the purchase of a Ferrari in Beverly Hills in California.

NOTICE OF FORFEITURE I

[18 U.S.C. § 981(a)(1)(C); 28 U.S.C. § 2461(c); 21 U.S.C. § 853]

1. The Grand Jury incorporates and realleges all of the allegations contained in the Introductory Allegations and Counts One through Six above as though fully set forth in their entirety here for the purpose of alleging forfeiture pursuant to the provisions of Title 18, United States Code, Section 981(a)(1)(C), Title 28, United States Code, Section 2461(c), and Title 21, United States Code, Section 853.

2. Pursuant to Title 18, United States Code, Section 981(a)(1)(C), Title 28, United States Code, Section 2461(c), and Title 21, United States Code, Section 853, defendants ENRIQUE AGUILAR, LINDSEY MANUFACTURING, LINDSEY, or LEE, if convicted of any of the offenses charged in Counts One through Six of this Indictment, shall forfeit to the United States the following property:

a. All rights, title, and interest in any and all property, real or personal, which constitutes or is derived from proceeds traceable to such offenses, including without limitation:

1. Bluffview Securities, LP account ending in account number xx558;

b. A sum of money equal to the total amount of proceeds derived from each such offense for which defendants ENRIQUE AGUILAR, LINDSEY MANUFACTURING, LINDSEY, or LEE is convicted, or for which defendants ENRIQUE AGUILAR, LINDSEY MANUFACTURING, LINDSEY, or LEE may be held jointly and severally liable.

1 3. Pursuant to Title 21, United States Code, Section
2 853(p), as incorporated by Title 28, United States Code, Section
3 2461(c), defendants ENRIQUE AGUILAR, LINDSEY MANUFACTURING,
4 LINDSEY, or LEE, if so convicted, shall forfeit substitute
5 property, up to the total value of the property described in
6 paragraph 2 above, if, by any act or omission of the defendant,
7 the property described in paragraph 2, or any portion thereof,
8 (a) cannot be located upon the exercise of due diligence; (b) has
9 been transferred or sold to, or deposited with, a third party;
10 (c) has been placed beyond the jurisdiction of the court; (d) has
11 been substantially diminished in value; or (e) has been
12 commingled with other property that cannot be divided without
13 difficulty.

1 NOTICE OF FORFEITURE II

2 [18 U.S.C. § 982(a)(1) and 21 U.S.C. § 853]

3 1. The Grand Jury incorporates and realleges all of the
4 allegations contained in the Introductory Allegations and Counts
5 Seven and Eight above as though fully set forth in their entirety
6 here for the purpose of alleging forfeiture pursuant to the
7 provisions of Title 18, United States Code, Section 982(a)(1) and
8 Title 21, United States Code, Section 853.

9 2. Pursuant to Title 18, United States Code,
10 Section 982(a)(1), each of defendants ENRIQUE AGUILAR and ANGELA
11 AGUILAR convicted under Count Seven and/or Count Eight of this
12 Indictment shall forfeit to the United States the following
13 property:

14 a. All rights, title, and interest in any and all
15 property involved in each offense committed in violation of Title
16 18, United States Code, Section 1956, or conspiracy to commit
17 such offense, for which the defendant is convicted, and all
18 property traceable to such property, including the following:

19 (1) all money or other property that was the
20 subject of each transaction in violation of Title 18, United
21 States Code, Sections 1956(a)(1)(A)(I) and/or 1956(h);

22 (2) all commissions, fees, and other property
23 constituting proceeds obtained as a result of those violations;

24 (3) all property used in any manner or part to
25 commit or to facilitate the commission of those violations; and

26 (4) all property traceable to money or property
27 described in this paragraph 2.a.(1) to 2.a.(3).

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1 b. A sum of money equal to the total amount of money
2 involved in each offense committed in violation of Title 18,
3 United States Code, Section 1956, or conspiracy to commit such
4 offense, for which the defendant is convicted.

5 3. If, as a result of any act or omission by defendants
6 ENRIQUE AGUILAR and ANGELA AGUILAR, any of the foregoing money or
7 property (a) cannot be located upon the exercise of due
8 diligence; (b) has been transferred or sold to, or deposited
9 with, a third party; (c) has been placed beyond the jurisdiction
10 of the court; (d) has been substantially diminished in value; or
11 (e) has been commingled with other property that cannot be
12 subdivided without difficulty, then any other property or
13 interests of that defendant, up to the value of the money and

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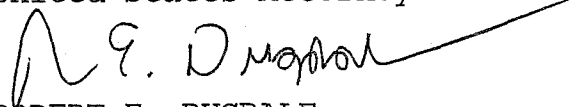
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1 property described in the preceding paragraph of this Indictment,
2 shall be subject to forfeiture to the United States.

3
4 A TRUE BILL

5
6 151
7 Foreperson

8
9 ANDRÉ BIROTTE JR.
United States Attorney

10 
11 ROBERT E. DUGDALE
Assistant United States Attorney
12 Chief, Criminal Division

13 DOUGLAS M. MILLER
Assistant United States Attorney
14 Public Corruption & Civil Rights Section

15
16 DENIS J. McINERNEY, Chief
Fraud Section, Criminal Division
17 U.S. Department of Justice

18 NICOLA J. MRAZEK, Senior Trial Attorney
Fraud Section, Criminal Division
19 U.S. Department of Justice