

CRIMINAL COMPLAINT

UNITED STATES DISTRICT COURT	CENTRAL DISTRICT OF CALIFORNIA
UNITED STATES OF AMERICA v. GERALD GREEN and PATRICIA GREEN	DOCKET NO. MAGISTRATE'S CASE NO. 07-2090M

Complaint for violations of Title 18, United States Code, Section 371 (Conspiracy), and Title 15, United States Code, 78dd-2(g)(2)(A) (Foreign Corrupt Practices Act)
Section 78dd-2(a)(1)

NAME OF MAGISTRATE JUDGE HON. MARGARET A. NAGLE	UNITED STATES MAGISTRATE JUDGE	LOCATION Los Angeles, CA
DATE OF OFFENSE 2002-2006	PLACE OF OFFENSE Los Angeles County	ADDRESS OF ACCUSED (IF KNOWN)

COMPLAINANT'S STATEMENT OF FACTS CONSTITUTING THE OFFENSE OR VIOLATION :

LOGGED
SEE ATTACHMENT
 2007 DEC -7 4:11:01
 CLERK U.S. DISTRICT COURT
 CENTRAL DISTRICT CALIF.
 LOS ANGELES
 BY *[Signature]*

FILED
 CLERK US DISTRICT COURT
 DEC 7 2007
 CENTRAL DISTRICT OF CALIFORNIA
 BY *[Signature]*
 DEPUTY

BASIS OF COMPLAINANT'S CHARGE AGAINST THE ACCUSED:
 (See attached affidavit which is incorporated as part of this Complaint)

MATERIAL WITNESSES IN RELATION TO THIS CHARGE

Being duly sworn, I declare that the foregoing is true and correct to the best of my knowledge.	SIGNATURE OF COMPLAINANT ELIZABETH RIVAS <i>[Signature]</i>
	OFFICIAL TITLE Special Agent - FBI

Sworn to before me and subscribed in my presence,

SIGNATURE OF MAGISTRATE JUDGE(1) <i>Margaret A. Nagle</i>	DATE December 7, 2007
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1) See Federal Rules of Criminal Procedure rules 3 and 54.

ATTACHMENT

1. Beginning in or about 2002, and continuing to in or about 2006, in Los Angeles County, within the Central District of California, and elsewhere, defendants GERALD GREEN and PATRICIA GREEN ("PATRICIA GREEN"), and others known and unknown to the government, conspired and agreed to commit offenses against the United States, namely: To offer and make corrupt payments to a foreign official, in violation of Title 15, United States Code, ~~v78dd-2~~ ^v et seq (Foreign Corrupt Practices Act) ~~348~~ Section (a)(1)

The objects of the conspiracy were to be accomplished, in substance, as follows:

- a. Defendant GERALD GREEN would offer to pay money to a person referenced herein as the Governor, a senior official of the Tourism Authority of Thailand ("TAT"), a department, agency, or instrumentality of the Kingdom of Thailand, for the award and renewal of contracts with the TAT to run a state-funded international film festival held annually in Bangkok, the Bangkok International Film Festival ("BKKIFF");
- b. Defendants GERALD GREEN and PATRICIA GREEN would employ different business entities, some with dummy business addresses and telephone numbers, in their dealings with the TAT in order to hide the large amount of money they would be paid under the contracts;
- c. The Governor would approve payments to Los Angeles-area businesses owned and operated by defendants GERALD GREEN and PATRICIA GREEN, including Film Festival Management, Inc. ("FFM"), for their provision of services to the BKKIFF;
- d. Defendants would receive deposits of funds for the BKKIFF from the TAT into the bank accounts of Los Angeles-area businesses owned and operated by the defendants; and
- e. In satisfaction of defendant GERALD GREEN's agreement with the Governor, the Los Angeles-area businesses owned and operated by the defendants would then transfer funds to bank accounts of intermediaries for the Governor.

In furtherance of the conspiracy and to accomplish the objects of the conspiracy, defendants GERALD GREEN and PATRICIA GREEN, and other co-conspirators known and unknown to the government, committed various overt acts in Los Angeles County, within the Central District of California and elsewhere, including, but not limited to, the following:

- f. On or about July 8, 2002, defendant GERALD GREEN caused FFM to be incorporated in the State of California;
 - g. On or about October 23, 2003, defendants GERALD GREEN and PATRICIA GREEN caused to be paid from the bank account of FFM at the Bank of America a wire in the amount of \$12,500 to an overseas bank account for the benefit of the Governor;
 - h. In or about 2005, defendant PATRICIA GREEN opened up a bank account for BKKIFF business in the name of Festival of Festivals ("FOF"); and
 - i. On or about February 24, 2005, defendants GERALD GREEN and PATRICIA GREEN caused to be paid from the bank account of FOF at Wells Fargo Bank the amount of \$100,000 to an overseas bank account for the benefit of the Governor.
2. On or about October 23, 2003, in Los Angeles County, within the Central District of California, defendants GERALD GREEN and PATRICIA GREEN, who were United States citizens and domestic concerns, aided and abetted by each other and other co-conspirators known and unknown to the government, knowingly and willfully, in violation of Title 15, United States Code, 78dd(g)(2)(A), did corruptly make use of a means and instrumentality of interstate commerce to pay and cause to be paid from the bank account of FFM at the Bank of America the amount of \$12,500 to a foreign official, namely, the Governor, through an intermediary, for the purpose of influencing an act or decision of such foreign official in her official capacity, in order to assist defendants and FFM in retaining business, namely, the contract for the management and operation of the 2004 BKKIFF.

(245)
Section
78dd-2(a)(1)

AFFIDAVIT IN SUPPORT OF COMPLAINT AND ARREST WARRANTS

I, ELIZABETH RIVAS, being duly sworn on oath, do hereby depose and say:

I.

INTRODUCTION

1. I am a Special Agent ("SA") for the Federal Bureau of Investigation ("FBI") and have served in that capacity for more than ten years. I am currently assigned to the Los Angeles Office, White Collar Division, Public Corruption Squad. My current chief responsibility involves the investigation, among other things, of public corruption matters including violations of the anti-bribery provisions of the Foreign Corrupt Practices Act, Title 15, United States Code, 78dd-1, *et seq.* ("FCPA"). During my employment with the FBI, I have participated in investigations involving public corruption, bribery, fraud against the government, health care fraud, fuel tax evasion, bank and loan fraud, wire fraud, mail fraud, social security fraud, marriage fraud, extortion, narcotics trafficking, money laundering, and material support of terrorism. Many of these investigations have involved the use of informants and cooperating witnesses, and have required financial analysis. I have also participated in the execution of numerous search and arrests warrants. I have conducted physical surveillance and have monitored electronic surveillance. In addition, I have

attended numerous training sessions on the investigation of white collar crimes including specialized training for FCPA investigations. The opinions I have formed and set forth in this affidavit are based on my experience and training, as well as my consultation with other experienced investigators and agents of the FBI.

2. This affidavit is made in support of a criminal complaint and warrants for the arrest of defendants GERALD GREEN and PATRICIA GREEN ("PATRICIA GREEN") for their violations of Title 18, United States Code, Section 371 (Conspiracy), and Title 15, United States Code, 78dd-2(g)(2)(A) (Foreign Corrupt Practices Act).

3. I make this affidavit based on personal knowledge, my training and experience, and information that I have received from other agents and other law enforcement officers in the course of my participation in this investigation as a case agent. This affidavit is intended to establish probable cause for the complaint and requested arrest warrants, and does not include all information known to me relating to this investigation.

II.

SUMMARY OF FCPA ANTI-BRIBERY PROVISIONS

4. The anti-bribery provisions of the FCPA, among other things, make it unlawful for any "domestic concern," or for any officer, director, employee, or agent of such domestic

concern, to make use of any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay, or authorization of the payment of any money, or offer, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" for purposes of influencing any act or decision of such foreign official in his (or her) official capacity, in order to assist such domestic concern in obtaining or retaining business for or with, or directing business to, any person.

5. The definition of a "domestic concern" under the FCPA includes: (a) any individual who is a citizen, national, or resident of the United States; and (b) any corporation, partnership, association, joint-stock company, business trust, unincorporated organization or sole proprietorship which has its principal place of business in the United States, or which is organized under the laws of a State of the United States or a territory, possession, or commonwealth of the United States. 15 U.S.C. § 78dd-2(h)(1).

6. The definition of a "foreign official" under the FCPA includes: any officer or employee of a foreign government or any department, agency or instrumentality thereof, or of a public international organization, or any person acting in an official capacity for or on behalf of any such government or department, agency, or instrumentality, or for or on behalf of any such

public international organization. 15 U.S.C. § 78dd-2(h)(2).

III.

OVERVIEW OF INVESTIGATION AND PROBABLE CAUSE

7. The instant investigation began last year with allegations by a confidential informant that defendant GERALD GREEN had bribed a senior Thai official of the Tourism Authority of Thailand ("TAT") for the award of a contract to run a state-funded international film festival held annually in Bangkok. As set forth below, the FBI has not only confirmed the initial allegations, but has also established that defendant PATRICIA GREEN conspired with her husband in the bribery relating to the film festival.

8. Moreover, the FBI has determined that defendants GERALD GREEN and PATRICIA GREEN also bribed the same Thai government official relating to other contracts with the TAT, and that defendant GERALD GREEN has attempted to obstruct justice in this case.

9. Present and former associates of the defendants' Los Angeles-area businesses have stated to the FBI that defendant GERALD GREEN obtained the film festival contract and other contracts with the TAT through his longstanding relationship with the Thai official, and that he and defendant PATRICIA GREEN directed the payment of "commissions" to the Thai official from inflated budgets.

10. Bank records establish, among other things, the receipt of approximately \$10,095,179 from the Thai government by the Los Angeles-area businesses owned and operated by the defendants, which then transferred more than \$1.7 million to bank accounts of Thai subjects held in Singapore, the United Kingdom, and the Isle of Jersey. The listed account holder of several of these accounts was the adult daughter of the TAT official who awarded the film festival contract and the other contracts.

11. Evidence obtained from a July 2007 search of the defendants' Los Angeles-area businesses shows how the defendants tracked payments of large "commissions" on TAT contracts and arranged for the wire transfers and the purchase of cashier's checks for the "commission" payments.

12. The defendants attempted to conceal their bribery of the Thai official in a variety of ways, among other things, by: (a) employing different business entities, some with dummy business addresses and telephone numbers, in their dealings with the TAT in order to hide the large amount of money they were being paid under the contracts; (b) making "commission" payments to the Thai official through the foreign bank accounts of intermediaries; and (c) once the government's investigation became known to the defendants, attempting to manufacture evidence in support of false, exculpatory explanations for the corrupt payments.

IV.

PROBABLE CAUSE

A. INITIAL ALLEGATIONS TO FBI OF CORRUPT PAYMENTS

13. I have reviewed the report of the initial interview in late 2006 of a confidential informant ("CI") by an FBI special agent, from which I learned of the following allegations:

a. Defendant GERALD GREEN, a United States businessman and Los Angeles resident, paid kickbacks to a senior Thai official in charge of the Tourism Authority of Thailand ("TAT") in connection with a contract awarded by the Thai government for management of the annual Bangkok International Film Festival ("BKKIFF") held every year in Thailand. The TAT received a yearly budget of millions of United States dollars to operate the BKKIFF. The funding for this festival came from Thai taxpayers;

b. Defendant GERALD GREEN owned and operated Film Festival Management ("FFM"). Approximately four years ago, FFM received a contract to oversee the BKKIFF. FFM continued to receive the annual contract each year until 2006, when it lost the contract for the 2007 BKKIFF following a coup in Thailand and the senior Thai official's departure from office; and

c. Additional companies operated by defendant GERALD GREEN, identified as "SASO," "FestoFestival" "Creative Ignition," and "Ignition," were supposedly utilized to hide funds from the BKKIFF.

B. BACKGROUND ON BKKIFF, DEFENDANTS, AND RELATED BUSINESSES

14. I have reviewed a screen shot from the official website of the 2006 BKKIFF (held in February 2006) containing a letter welcoming viewers to the website, signed in the name of a person who described herself as President of the BKKIFF and as the Governor of the TAT. I will refer to this person hereinafter in this affidavit as "the Governor." The Governor is a "foreign official" within the meaning of the FCPA.

15. Based on my review of the immigration files for defendants GERALD GREEN and PATRICIA GREEN provided by the United States Department of Homeland Security, Immigration and Customs Enforcement, I learned the following:

a. On January 10, 1932, defendant GERALD GREEN was born in Cape Town, South Africa, and later became a citizen of Mexico;

b. On April 26, 1955, defendant PATRICIA GREEN, also known as ("aka") Martha Patricia Toledo De Green, was born in Guasave, Sinaloa, Mexico;

c. On January 28, 1991, defendant GERALD GREEN became a United States Lawful Permanent Resident Alien

("LPR"), and shortly thereafter petitioned for his wife to become an LPR; and

d. On June 10, 1993, Martha Patricia Green became a LPR; and

e. In March 2000, defendants GERALD GREEN and PATRICIA GREEN were naturalized as United States Citizens.

16. As LPRs or United States Citizens during the relevant time period, defendants GERALD GREEN and PATRICIA GREEN are and were "domestic concerns" within the meaning of the FCPA.

17. Based on my review of search results from a database commonly used by law enforcement, I learned the following about business filings for companies associated (as alleged by the CI and as detailed below) with defendants GERALD GREEN and PATRICIA GREEN:

a. On July 28, 1998, SASO Entertainment ("SASO"), was incorporated in the State of California. The statement of officers for SASO filed on August 30, 2004 reflected that defendant PATRICIA GREEN was President, and the business address was 8370 Wilshire Boulevard, Suite 350, Beverly Hills, California 90211;

b. On June 5, 2001, Viridian Entertainment ("Viridian") was incorporated in the State of California. The statement of officers filed for Viridian on October 4, 2004 reflected that a person with initials E.B. was President, and the

business address was 8370 Wilshire Boulevard, Suite 350, Beverly Hills, California 90211. Another database entry for Viridian reflected that defendant GERALD GREEN was President;

c. On July 3, 2001, Artist Design Corp. ("Artist Design") was incorporated in the State of California. The statement of officers for Artist Design filed on July 23, 2004 reflected that defendant PATRICIA GREEN was President, and the business address was 8370 Wilshire Boulevard, Suite 350, Beverly Hills, California 90211;

d There were no results for fictitious business name or incorporation filings for "Creative Ignition";

e. On August 27, 2001, Flying Pen, Inc. ("Flying Pen") was incorporated in the State of California. The statement of officers for Flying Pen filed on April 26, 2004 reflected that defendant PATRICIA GREEN was President, and the address was 9019 Lloyd Place, West Hollywood, California 90069. Another database entry for Flying Pen reflected that defendant GERALD GREEN was President;

f. On January 3, 2002, a Fictitious Business Name statement was filed for Festival of Festivals ("FOF") in Riverside County, California, and listed a business address of 100 South Sunrise Way #434, Palm Springs, California 92262;

g. On July 8, 2002, Film Festival Management, Inc. ("FFM") was incorporated in the State of California. On

August 11, 2005, the statement of officers filed for FFM with the California Secretary of State reflected that E.B. was President, and its business address was 7171 La Presa Drive, Los Angeles, California 90068;

h. On September 29, 2004, International Fashion Consultant, Inc. ("IFC") was incorporated in the State of California. The statement of officers for IFC filed on November 21, 2005 reflected that defendant PATRICIA GREEN was President, and the address was 8370 Wilshire Boulevard, Suite 350, Beverly Hills, California 90211; and

i. There were no results for fictitious business name or incorporation filings for "International Festival Consultants, Inc."

C. WITNESS INTERVIEWS REGARDING THE PAYMENT OF COMMISSIONS

18. On July 9, 2007, FBI SA Farrell A. Binder ("SA Binder") and I interviewed a cooperating witness ("CW-1"), who indicated the following:

a. In 2003, defendant GERALD GREEN hired CW-1 to work for FFM to manage the BKKIFF. Defendant GERALD GREEN had secured the contract for the 2004 BKKIFF before he hired CW-1, but defendant GERALD GREEN had no prior work experience managing film festivals;

b. CW-1 worked for FFM on the BKKIFF from 2004 to 2006;

c. Defendant GERALD GREEN had a close relationship with the Governor. All meetings to discuss the financial and contract details of the BKKIFF were handled behind closed doors, solely between the Governor and defendant GERALD GREEN. CW-1 and other company staff, including defendant PATRICIA GREEN, were not allowed to attend these meetings. CW-1 was never advised of the contract amount defendant GERALD GREEN had negotiated with the Governor, nor the projected or actual profit generated from the BKKIFF contract;

d. Defendant GERALD GREEN told CW-1 that the Governor had authority to approve payments by the TAT to foreign entities up to a specified dollar amount. Defendants GERALD GREEN and PATRICIA GREEN established the companies Creative Ignition, SASO, and "Festival Management, Inc.," and opened separate bank accounts for them, to make the companies appear as separate entities in their dealings with the BKKIFF. The Governor approved the disbursement of TAT funds to these companies for the BKKIFF. Creative Ignition, SASO, and "Festival Management, Inc." operated out of defendants GERALD GREEN's and PATRICIA GREEN's offices on Wilshire Boulevard, in Los Angeles. CW-1 advised that the BKKIFF appeared to be the sole client of "Festival Management, Inc.";

e. At some point during CW-1's employment, defendant PATRICIA GREEN advised CW-1 that she needed another

company for the BKKIFF. Defendant PATRICIA GREEN asked to use the name of CW-1's company, FOF, to open up a bank account for BKKIFF business. CW-1 agreed and went with defendant PATRICIA GREEN to the bank to open up an account for FOF. CW-1 signed the bank account application, but did not have signature authority on the account;

f. Defendant PATRICIA GREEN also asked CW-1 to permit the use of another company owned by CW-1 to receive payments from the TAT for reimbursement of costs incurred to promote the BKKIFF. CW-1 agreed and received four checks from the TAT totaling in excess of \$200,000, which CW-1 immediately reimbursed, via check, to the bank account of "Festival Management, Inc.";

g. At the beginning of each festival year, CW-1 prepared a budget of the anticipated costs associated with the BKKIFF, which CW-1 provided to defendant GERALD GREEN. The final budgets defendant GERALD GREEN provided the TAT included certain inflated figures;

h. An employee of defendants GERALD GREEN and PATRICIA GREEN (who has also become a cooperating witness and is hereinafter referred to as "CW-2") handled all the finances for defendants GERALD GREEN and PATRICIA GREEN and also oversaw the BKKIFF budgets. CW-2 had worked for defendants GERALD GREEN and PATRICIA GREEN for many years. CW-1 recalled that when CW-1 was

preparing an initial budget for the BKKIFF, CW-2 told him not to forget to leave enough money in his budget for "the Governor's commission." CW-1 understood from that day on that the Governor of the TAT would receive a commission from each BKKIFF contract. CW-2 prepared all the business financial statements and budgets for the BKKIFF; and

i. Defendant PATRICIA GREEN was not included in any meetings with the Governor regarding the BKKIFF, but she implemented defendant GERALD GREEN's plans. After individuals submitted requests for reimbursement of BKKIFF-related expenditures to CW-2, defendant PATRICIA GREEN had final approval of all expenses for Creative Ignition, SASO, and "Festival Management, Inc." Defendant PATRICIA GREEN and CW-2 regularly met to review bank account and other financial matters associated with the companies. Defendant PATRICIA GREEN signed all of the checks for these companies.

19. On August 9, 2007, SA Binder and I, along with Bruce H. Searby, Assistant United States Attorney, United States Attorney's Office for the Central District of California, and Jonathan Lopez, Trial Attorney, United States Department of Justice, Criminal Division, Fraud Section, interviewed CW-2, who indicated the following:

a. CW-2 has worked as an accountant for the Los Angeles-area businesses of defendants GERALD GREEN and

PATRICIA GREEN for several years, since defendant GERALD GREEN acquired a company where CW-2 was working called "Total Creative." Defendant GERALD GREEN later incorporated this business as Artist Design, doing business as "Creative Ignition," doing business as "Ignition";

b. Defendant GERALD GREEN told CW-2 that he met the Governor years ago while on an around-the-world trip, and by the time CW-2 met defendant GERALD GREEN, defendant GERALD GREEN already had a relationship with the Governor. By 2000, defendant GERALD GREEN had a contract for web design services with TAT, which CW-2 believed was through the Governor and involved the payment of commissions to the Governor. By the time CW-2 began working with defendant GERALD GREEN, this contract was winding down;

c. In late 2002, defendants GERALD GREEN and PATRICIA GREEN started FFM for their film festival business because defendant GERALD GREEN had obtained the contract with the TAT for the 2003 BKKIFF, despite having no prior film festival management experience. Defendant GERALD GREEN told CW-2 that he obtained the contract for the 2003 BKKIFF by speaking to the Governor and telling her that he could make the next BKKIFF a better film festival. FFM's role in the 2003 BKKIFF was smaller than in later years;

d. CW-2 knew of no bidding process for the award of the BKKIFF contract, and at the direction of defendants GERALD GREEN and PATRICIA GREEN, work always went forward before FFM received a signed, written contract with the TAT;

e. After negotiations with the Governor, defendant GERALD GREEN secured the contract for the 2004 BKKIFF. Defendant GERALD GREEN and the Governor decided to split the work between three separate companies -- FFM, Artist Design, and a dormant company of defendant PATRICIA GREEN's, SASO -- because the Governor was only able to approve budgets up to a certain dollar amount. The budget for the 2004 BKKIFF was at least double the 2003 budget, with the 2004 budgets for each of the three companies about \$600,000 apiece. Although all of the companies were owned by defendants GERALD GREEN and PATRICIA GREEN, and operated out of the same office, defendants GERALD GREEN and PATRICIA GREEN wanted them to appear to be separate companies for purposes of the contracts with the TAT. These companies used different bank accounts, addresses, and phone numbers that were forwarded to the same office. Defendant GERALD GREEN later used other company names to receive payments under the BKKIFF contract. Beginning in 2005, defendant GERALD GREEN used CW-1's company, FOF, for one or two years. IFC, which had been created as "International Fashion Consultants" for another project, became "International Festival Consultants" for use in

the 2006 BKKIFF. For the 2007 BKKIFF, before ultimately losing the contract, defendants GERALD GREEN and PATRICIA GREEN wanted to use different company names and were going to use the company name "Strategic Programming";

f. For each of the BKKIFF contracts, defendant GERALD GREEN told defendant PATRICIA GREEN and CW-2 how much "commission" was to be paid to the Governor. The commissions ranged between 10% and 20% per contract;

g. CW-2 described the process of developing a budget for the BKKIFF contracts. First, defendant GERALD GREEN and the Governor would decide the total contract price, which defendant GERALD GREEN then gave to defendant PATRICIA GREEN and CW-2. Then, working with his Los Angeles-area businesses' other employees and associates, defendant GERALD GREEN would develop operational budgets for the actual costs of performing the work on the contract, not including the businesses' profits and the "commissions" for the Governor. However, the TAT received a final budget reflecting costs that defendant GERALD GREEN had inflated to include the businesses' profits and the Governor's "commissions";

h. Defendant GERALD GREEN advised defendant PATRICIA GREEN and CW-2 when a "commission" payment was needed for the Governor, and then defendant PATRICIA GREEN and CW-2 looked to see which company had the money available for payment.

The "commission" payments for the Governor were primarily funded through wire transfers made by defendant PATRICIA GREEN to bank accounts in the name of a young Thai woman with the same last name as the Governor and known to CW-2 as the daughter of the Governor (the "Governor's Daughter"), and in the name of a person with the initials K.C. who defendant GERALD GREEN said was the Governor's friend. Occasionally, when the Governor was visiting the United States, defendant GERALD GREEN or defendant PATRICIA GREEN told CW-2 that they needed a cash payment for the Governor and had CW-2 make out a check for cash. The commission payments for the Governor were described as "sales commissions" on the company's Profit and Loss statements, other financial statements, and for billing and income tax purposes;

i. There were still other contracts with the TAT that involved the payment of "commissions" to the Governor. Flying Pen had a contract with the TAT for production of calendars and a book on Thailand. SASO, dba SASO TPC, had a contract with the TAT for the marketing of a large project called the "Thailand Privilege Card." In addition, defendant GERALD GREEN arranged contracts between the TAT and other United States businesses, in return for those businesses' payment of large "commissions" that, in part, went to the Governor.

j. Defendant GERALD GREEN was building a house in Thailand, and was planning to move to Thailand in the

next two or three years; and

k. Defendant PATRICIA GREEN has a house or an interest in a house in Guadalajara, Mexico.

D. UNITED STATES VISA RECORDS IDENTIFYING GOVERNOR'S DAUGHTER

20. I have reviewed United States visa application records for the person referenced in this affidavit as the Governor's Daughter, and learned the following:

a. On February 28, 2001, the Governor's Daughter applied for a B1/B2 nonimmigrant visa for entry to the United States for nine days of travel in March 2001;

b. On the application forms, the Governor's Daughter listed her date of birth as November 29, 1974, her place of birth as Thailand, and her occupation as a "fiscal analyst" in Thailand's Ministry of Finance with a monthly income of 7,780 Thai Baht (which, at the historical currency exchange rate, was the equivalent of \$181.74 a month in United States dollars);

c. The Governor's Daughter stated that she was intending to travel with her mother, described as a "government officer," and named as the person referenced in this affidavit as the Governor; and

d. Accompanying the visa application was a letter on TAT letterhead, dated February 23, 2001, signed by the Governor, who described herself at that time as Deputy Governor for Administration for TAT, and requested that United States

officials issue her daughter a visa so that they could attend a meeting together in the United States.

E. BANK RECORDS REFLECTING THE TRANSFER OF CORRUPT PAYMENTS

21. Bank records corroborate the allegations of CW-1 and CW-2 regarding the corrupt payments to the Governor. These records show the payment of TAT funds, flowing through the Los Angeles-area businesses of defendants GERALD GREEN and PATRICIA GREEN, and paid out in a stream of wire transfers and cashier's checks to the bank accounts of the Governor's Daughter and K.C.

22. From my review of FFM's Bank of America checking account, Account #01343-05250, for the period December 14, 2002 to December 29, 2006, SASO's Bank of America checking account, Account #01342-07849, for the period December 14, 2002 to December 29, 2006, Viridian's Bank of America checking account, Account #01345-02802, for the period December 14, 2002 to December 13, 2006, IFC's Wells Fargo Bank checking account, Account #186-4158553, for the period January 12, 2006 to January 11, 2007, FOF's Wells Fargo Bank checking account, Account #285-7932681, for the period June 10, 2004 to June 6, 2006, Flying Pen's US Bank checking account, Account #1-534-9265-7132 for the period September 25, 2003 to June 30, 2007, and TAT's Bank of America checking account, Account #XXXXX-00605 for the period January 1, 2003 to December 31, 2006, I have learned the following:

a. Between mid-2004 and December 2006, the bank records reflected that the addresses for FFM, SASO, Viridian, IFC, FOF, and Flying Pen all were 8370 Wilshire Boulevard, Suite 350, Beverly Hills, California 90211-2333;

b. Defendant PATRICIA GREEN was the primary, and in some cases, the sole signatory on the checks written on the accounts for FFM, SASO, Viridian, IFC, FOF, and Flying Pen, although other persons including defendant GERALD GREEN, CW-2, E.B., and their daughter S.G., were also authorized signatories on one or more of these accounts;

c. From January 23, 2003 to October 13, 2006, the TAT (including TAT affiliates) was the source of approximately 88 deposits totaling \$10,095,178.50 (71 by check and 17 by wire transfers) into the accounts of FFM, SASO, IFC, FOF, Artist Design (dba Creative Ignition, dba Ignition) and Flying Pen;

d. There were many inter-company transfers between FFM, Artist Design, SASO, Viridian, IFC, FOF, and Flying Pen during this same period, often tens of thousands of dollars at a time;

e. FFM, SASO, Viridian, IFC, FOF, and Flying Pen made large payments to defendants GERALD GREEN and PATRICIA GREEN;

f. The FFM, SASO, Viridian, IFC, FOF, and Flying Pen accounts originated 41 wire transfers totaling \$1,384,694.80 during the period May 30, 2003 to October 16, 2006 where the recipient of the funds was identified (with spelling variations) as the Governor's Daughter. The recipient accounts were located in Singapore, the United Kingdom, and the Isle of Jersey (a British Crown dependency in the Channel Islands). The wire transfers to the Governor's Daughter from SASO totaled \$534,784 in 15 wires, \$278,934.80 from FFM in 11 wires, \$273,876 from FOF in 5 wires, \$192,300 from IFC in 5 wires, \$59,800 from Flying Pen in 4 wires, and \$45,000 from Viridian in one wire. The following table sets forth all these wire transfers to the Governor's Daughter:

WIRE TRANSFERS TO THE GOVERNOR'S DAUGHTER

<u>From</u>	<u>Bank Account</u>	<u>Date</u>	<u>Amount</u>
FFM	01343-05250	05/30/2003	\$3,000
SASO	01342-07849	07/02/2003	\$24,000
SASO	01342-07849	07/24/2003	\$6,000
SASO	01342-07849	07/29/2003	\$3,700
SASO	01342-07849	08/28/2003	\$13,000
SASO	01342-07849	09/16/2003	\$9,800
SASO	01342-07849	10/01/2003	\$12,000
FPI	1-534-9265-7132	10/16/2006	\$29,000
FFM	01343-05250	10/23/2003	\$12,500
FPI	1-534-9265-7132	10/27/2003	\$6,500
FPI	1-534-9265-7132	10/31/2003	\$7,300
SASO	01342-07849	11/04/2003	\$104,500
SASO	01342-07849	11/14/2003	\$73,784
FPI	1-534-9265-7132	11/17/2003	\$17,000
SASO	01342-07849	01/07/2004	\$10,000
SASO	01342-07849	01/13/2004	\$50,000
SASO	01342-07849	01/21/2004	\$75,000
FFM	01343-05250	03/02/2004	\$20,000
FFM	01343-05250	03/04/2004	\$20,000
SASO	01342-07849	04/14/2004	\$80,000
SASO	01342-07849	05/24/2004	\$30,000
SASO	01342-07849	06/04/2004	\$30,000
Viridian	01345-02802	06/23/2004	\$45,000
FFM	01343-05250	09/17/2004	\$23,000
FFM	01343-05250	10/22/2004	\$28,000
SASO	01342-07849	10/26/2004	\$13,000
FOF	285-7932681	02/24/2005	\$100,000
FFM	01343-05250	03/17/2005	\$50,000
FFM	01343-05250	09/15/2005	\$36,465
FFM	01343-05250	10/12/2005	\$27,969
FFM	01343-05250	01/18/2006	\$40,000
FOF	285-7932681	01/18/2006	\$60,000
IFC	186-4158553	01/19/2006	\$78,000
FFM	01343-05250	02/02/2006	\$18,000
FOF	285-7932681	02/02/2006	\$16,000
IFC	186-4158553	02/02/2006	\$18,000
FOF	285-7932681	02/14/2006	\$45,000
IFC	186-4158553	02/14/2006	\$40,000
IFC	186-4158553	03/13/2006	\$30,000
FOF	285-7932681	03/13/2006	\$52,876
IFC	186-4158553	07/24/2006	\$26,300
Total			\$1,384,694.80

g. The accounts of FFM, SASO, and FOF also originated four wire transfers to K.C. and one cashier's check made payable to K.C., between December 18, 2003 and April 1, 2005, which payments totaled another \$319,000. The cashier's check was purchased with a \$25,000 check from SASO and a \$25,000 check from Flying Pen, each made payable to cash and signed by defendant PATRICIA GREEN. The memo section of the Flying Pen check states, "Thailand sales commission," and the memo section of the SASO check states, "Cashier's Check Sales Cimmission [sic]." One of the four wires to K.C. was on the same day (April 14, 2004), from the same company (SASO), and in the same amount (\$80,000) as one of the wires to the Governor's Daughter.

23. Added together, the above payments to the Governor's Daughter and K.C. between May 2003 and July 2006 total \$1,703,694.80.

24. Those employees and associates of the defendants who worked on the BKKIFF interviewed by the FBI have advised the FBI that the Governor's Daughter never worked on the BKKIFF.

F. EVIDENCE OF THE CONSPIRACY SEIZED DURING THE SEARCH

25. Other evidence gathered by the FBI in a July 2007 search further confirms the corrupt payments to the Governor of "commissions" on the BKKIFF and other contracts described above.

26. On July 10, 2007, the government obtained a warrant issued by United States Magistrate Judge Rosalyn M.

Chapman to search the premises of the businesses owned by defendants GERALD GREEN and PATRICIA GREEN located at 8370 Wilshire Boulevard, Suite 350, Beverly Hills, California 90211-2333, for evidence of FCPA violations and money laundering.

27. I have reviewed the evidence collected by FBI agents during a July 11, 2007 search of the business offices. Among other things, the FBI recovered from the office of defendant PATRICIA GREEN a folder labeled "SALES COMMISSION" containing the following items:

a. Handwritten notation of the Governor's first name and a telephone number, on stationery of the Oriental Hotel, Bangkok;

b. Handwritten instructions for making wire transfers, including to an Isle of Jersey bank account in the name of the Governor's Daughter;

c. Wire transfer request forms signed by defendant PATRICIA GREEN for numerous wire transfers from the domestic accounts of FFM, SASO, Viridian, and FOF, to the offshore accounts of the Governor's Daughter and K.C.;

d. Advice of wire transfer notices;

e. An envelope and enclosed bank statement for a Singapore bank account in the name of the Governor's Daughter; and

d. A spreadsheet, with a date of December 16, 2003 handwritten on the top margin, tabulating amounts received, amounts paid, and balances forward for the "Film Festival," "Flying Pen," and "TPC" (Thailand Privilege Card). For the film festival, the spreadsheet noted receipts by FFM, SASO, and Ignition totaling \$1,140,351, a calculation of 10% of these amounts received yielding \$114,035.20, a list of 10 payments between June 2003 and December 2003 by FFM, SASO, and Ignition totaling \$104,100, and a balance forward of \$9,935.20. For Flying Pen, the spreadsheet noted receipts of \$317,395, "commissions" of 20% yielding \$63,479, a list of four payments between October 2003 and December 2003 totaling \$37,050, and a balance forward of \$26,429. For TPC, the spreadsheet noted receipt of \$1,492,550, "commissions" of 20% yielding \$298,510, a list of three payments in November 2003 totaling \$184,134, and a balance forward of \$114,376. The amounts "paid" on this spreadsheet generally correspond to the transfers detailed above to the Governor's Daughter for the same period, although two entries were noted as "cash" payments.

G. EFFORTS BY DEFENDANT GERALD GREEN TO OBSTRUCT JUSTICE

28. In CW-2's initial meeting with the government, CW-2 also reported an apparent plan by defendant GERALD GREEN to obstruct justice in this investigation by manufacturing a false and fraudulent defense regarding the nature of the payments to

the Governor's Daughter. The FBI has gathered additional evidence substantiating this obstruction attempt, some of which is set forth below.

29. CW-2 has stated that, on July 21, 2007, ten days after the FBI's search of defendants' business premises, defendants GERALD GREEN and PATRICIA GREEN, CW-2, and CW-2's companion went to a private dinner. Defendant GERALD GREEN told CW-2 that he concluded the investigation was about the "commissions" and he tried to recall all of the Thailand projects he had done. Defendant GERALD GREEN said he believed that he thought he could back up why commissions were paid, through his projects with "ConsultAsia." CW-2 has advised agents that ConsultAsia was a company based in Thailand in which defendant GERALD GREEN, the Governor, and possibly the Governor's Daughter were partners.

30. I have reviewed travel records showing that four days after this dinner conversation with CW-2, defendant GERALD GREEN flew to Thailand, arriving on July 27, 2007. Defendant GERALD GREEN flew back to Los Angeles on September 6, 2007.

31. SA Binder and I were present in Bangkok, Thailand on the evening of defendant GERALD GREEN's arrival there on July 27, 2007, and observed defendant GERALD GREEN meet alone with the Governor at a restaurant in the Oriental Hotel on that date.

32. I have learned from my interviews of CW-2 and two other associates of defendant GERALD GREEN during this time period, among other things, the following:

a. In the days after the FBI search on July 11, 2007, defendant GERALD GREEN had an associate obtain a cellphone under an alias and international pre-paid calling cards in order to communicate securely with the Governor;

b. In the days after the FBI search on July 11, 2007, defendant GERALD GREEN obtained old Thai film scripts and budgets to take with him to Thailand;

c. Once in Thailand, defendant GERALD GREEN called and arranged to obtain more old Thai film budgets to be emailed to him at the Oriental Hotel;

d. Later, defendant GERALD GREEN called from Thailand and arranged for an associate in Los Angeles to change the dates of about four film budgets from a July 2007 date (that had been automatically inserted by the budgeting software) back to what defendant GERALD GREEN said were the "correct" dates. Defendant GERALD GREEN requested that the July 2007 dates of the film budgets be changed to dates in 2005 and 2006;

e. As reflected in original documents I obtained from the associate who made the date changes, the original dates of these film budgets were in 2001 and 2002; and

f. Defendant GERALD GREEN had the film budgets with the changed dates sent to him in early August 2007 care of a Thai contact at ConsultAsia.

v.

CONCLUSION

33. Based on the facts set forth in this affidavit, there is probable cause to believe that defendants GERALD GREEN and PATRICIA GREEN have committed violations of the following federal statutes: Title 18, United States Code, Section 371 (Conspiracy), and Title 15, United States Code, 78dd-2(g)(2)(A) (Foreign Corrupt Practices Act).

Date: 12/7/07

Elizabeth Rivas

Elizabeth Rivas
Special Agent
Federal Bureau of Investigation

Sworn and subscribed to before me
on this 7th day of December, 2007.

Margaret A. Noble
United States Magistrate Judge