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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
89-0802 CR-KEHOE
CASE NO. 18 U.S.C. §371

UNITED STATES OF AMERICA,
Plaintiff,

MAGISTRATE
PALERMO

v.

INDICTMENT

JOAQUIN POU,
ALFREDO G. DURAN,
and
JOSE GUASCH,

Defendants.

The Grand Jury Charges That:

1. At all times material herein, AEA Aircraft Recovery (hereinafter "AEA") was a division of Summerland Engineering Corporation (hereinafter "Summerland"), a corporation organized under the laws of the State of Florida and engaged in the business of the recovery of seized aircraft. AEA and Summerland were "domestic concerns" as that term is used in the Foreign Corrupt Practices Act of 1977, as amended (hereinafter "FCPA"), 15 U.S.C. 78dd-2(h)(1)(B).

2. At all times material herein Robert Gurin, (hereinafter "Gurin"), a United States citizen, was the president and sole shareholder of Summerland and engaged in the business of the recovery of seized aircraft. Gurin was a "domestic concern" as that term is used in the FCPA, 15 U.S.C. 78dd-2(h)(1)(A).

3. At all times material herein the defendant JOAQUIN POU, a Dominican Republic citizen, was an agent of domestic concerns, to wit, AEA, Summerland and Gurin.

4. At all times material herein the defendant ALFREDO G. DURAN, a United States citizen, was an agent of domestic concerns, to wit, AEA, Summerland and Gurin.

5. At all times material herein the defendant JOSE GUASCH, a United States citizen, was an agent of domestic concerns, to wit, AEA, Summerland and Gurin.

6. From on or about April 12, 1989, through on or about November 5, 1989, in Dade County in the Southern District of Florida, and elsewhere, the defendants,

JOAQUIN POU,
ALFREDO G. DURAN,
and
JOSE F. GUASCH,

willfully and knowingly did combine, conspire, confederate and agree with each other, Robert Gurin and with other persons known and unknown to the grand jury to commit as offense against the United States of America, to wit, to use the means and instrumentalities of interstate commerce in furtherance of an offer, payment, promise to pay and authorization of the payment of money and anything of value to officials of the Dominican Republic for the purpose of influencing the acts and decisions of said foreign officials in their official capacities -- and inducing said officials to do or omit to do an act in violation of their lawful duty -- and for the purpose of inducing such foreign officials to use their influence with the government of the Dominican Republic

or any instrumentality thereof, to affect and influence the acts and decisions of that government, and to induce said foreign officials to use their influence with the government of the Dominican Republic or any instrumentality thereof, to affect and influence the acts and decisions of that government, to assist AEA, Summerland and Robert Gurin in obtaining and retaining business for or with, and directing business to any person, to wit, the recovery of aircraft seized by the government of the Dominican Republic, in violation of Title 15, United States Code, Sections 78dd-2(a)(1) and (3).

PURPOSE OF THE CONSPIRACY

7. It was a purpose and object of the conspiracy to offer, pay, promise to pay and authorize the payment of money and anything of value, directly and indirectly, to officials of the government of the Dominican Republic in order to obtain the release of two aircraft, to wit, a Rockwell Aerocommander 690B, Federal Aviation Administration (hereinafter "FAA") registration number N244MP and a Piper Navajo FAA registration number N6846L.

OVERT ACTS

In furtherance of this conspiracy and to effect the object thereof, the following overt acts, among others, were committed within the Southern District of Florida and elsewhere:

1. On or about April 12, 1989, Gurin met with another person, in Miami, Florida to discuss the bribery of Dominican officials in order to obtain the release of aircraft N244MP.

2. On or about April 26, 1989, Gurin and another person had a telephone conversation and discussed the release of aircraft N244MP to another party.

3. On or about May 30, 1989, Gurin and another person had a telephone conversation and discussed the preparation of fictitious paperwork in order to obtain the release of aircraft N6846L.

4. On or about June 12, 1989, Gurin met with another person in Miami, Florida and received \$482.00 for his services in obtaining the release of aircraft from the Dominican Republic.

5. On or about June 26, 1989, Robert Gurin faxed documents relative to the release of aircraft N6846L from Miami, Florida to the Dominican Republic.

6. On or about June 27, 1989, documents relative to aircraft N6846L were faxed from Miami, Florida to the Dominican Republic.

7. On or about June 28, 1989, Gurin, a Dominican official and another person had a telephone conversation in which the Dominican official confirmed receipt of documents relative to aircraft N6846L.

8. On or about July 6, 1989, Gurin and another person had a telephone conversation and discussed travelling to the Dominican Republic.

9. On or about July 17, 1989, Gurin had a telephone conversation with defendant POU and discussed meeting POU in the Dominican Republic in order to obtain the release of aircraft N6846L.

10. On or about July 19, 1989, Gurin and another person travelled via commercial airlines from Miami, Florida to Santo Domingo, Dominican Republic.

11. On or about July 20, 1989, Gurin, another person and defendant POU met in Santo Domingo, Dominican Republic. Defendant POU informed Gurin and another person that \$5,000 would be necessary to rewrite and falsify reports relative to aircraft N6846L's narcotic history.

12. On or about July 23, 1989, defendant POU telephoned another person in Miami, Florida and told him that he was travelling to Miami, Florida.

13. On or about July 23, 1989, Gurin and another person had a telephone conversation and discussed the payment of \$5,000 to a Dominican official.

14. On or about July 25, 1989, defendant POU travelled from the Dominican Republic to Miami, Florida via commercial airline.

15. On or about July 25, 1989, Gurin had a telephone conversation with another person and advised that he had arranged a meeting with defendant POU for July 26, 1989.

16. On or about July 26, 1989, defendant POU, Gurin and another person met at the Clipper Club in Miami International Airport. During the meeting, defendant POU received \$5,000 in cash to pay officials to effect the release of aircraft N6846L.

17. On or about July 26, 1989, defendant POU travelled via commercial airline from Miami, Florida to Santo Domingo, Dominican Republic.

18. On or about August 1, 1989, Gurin and another person met with defendant ALFREDO G. DURAN in Miami, Florida. During the meeting, defendant DURAN agreed to be the escrow agent for the release of additional monies to defendant POU in order to obtain the release of aircraft N6846L.

19. On or about August 8, 1989, defendant DURAN met with another person in Miami, Florida and received \$500 for his services.

20. On or about August 31, 1989, a person met with defendant DURAN in Miami, Florida and gave defendant DURAN \$12,000 in cash to hold in escrow.

21. On or about August 31, 1989, defendant DURAN caused to be deposited \$12,000 in cash to the trust account of ALFREDO G. DURAN at Barnett Bank in Miami, Florida.

22. On or about September 8, 1989, a person met with defendant DURAN in Miami, Florida and discussed the payment of an additional \$1,000 to pay officials of the Dominican Republic.

23. On or about September 12, 1989, defendant JOSE GUASCH met with Gurin and another person in Miami, Florida and received \$990 in cash to pay officials in the Dominican Republic.

24. On or about September 14, 1989, defendant POU and another person had a telephone conversation and discussed the need for the keys and registration for aircraft N6846L.

25. On or about September 19, 1989, defendant DURAN caused to be purchased a cashier's check drawn on the Barnett Bank, Miami, Florida in the amount of \$12,000.

26. On or about September 21, 1989, defendant POU and another person had a telephone conversation and discussed the release of aircraft N6846L.

27. On or about September 22, 1989, defendants POU, DURAN and another person had a telephone conversation and discussed the need for additional money to pay officials in the Dominican Republic.

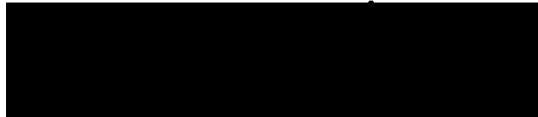
28. On or about September 25, 1989, defendant GUASCH met with another person in Miami, Florida. Defendant GUASCH was shown a copy of a \$12,000 escrow check being held by defendant DURAN and \$7,000 in cash which was available to pay for the release of aircraft N6846L.

29. On or about September 28, 1989, in Miami, Florida, defendant GUASCH received \$2,000 in cash to be paid to Dominican officials.

30. On or about October 19, 1989, defendant POU had a telephone conversation with another person and discussed a payment made to a Dominican official of a radio worth \$1,000 and a mini Uzi machine gun in order to obtain the release of N6846L.

All in violation of Title 18, United States Code, Section 371.

A TRUE BILL



FOREPERSON


DEXTER W. LEHTINEN
UNITED STATES ATTORNEY