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SEALED

FILED
MAY 25 2016
U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
DEPUTY
BY

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Case No.:

16CMJ1510

v.

COMPLAINT

GENTRY DEBORD,

Title 18 U.S.C., Sec. 371-

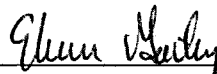
Defendant.

Conspiracy To Commit Bribery

The undersigned affiant being duly sworn states:

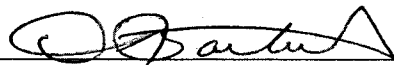
Beginning no later than February 2008, and continuing through at least January 2013, defendant GENTRY DEBORD, a public official, did knowingly and unlawfully combine, conspire, and agree to commit bribery, in violation of Title 18, United States Code, Sections 371 and 201(b)(1)(A), (B), and (C).

The affiant states that this Complaint is based on the attached Affidavit, which is incorporated herein by reference.



Eleanor Gailey, Special Agent, DCIS

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE,
THIS 25th DAY OF MAY, 2016.



The Honorable David H. Bartick
United States Magistrate Judge

1 cash, travel and entertainment expenses, and the services of prostitutes, from
2 Leonard Glenn Francis (“Francis”), the owner of Glenn Defense Marine Asia Pte.
3 Ltd. (“GDMA”), a defense contracting corporation headquartered in Singapore, and
4 that in return for these things of value, DEBORD was influenced in the performance
5 of his official acts, namely exercising his influence within the U.S. Navy to advocate
6 for and advance GDMA’s interests, as opportunities arose, by, among other things,
7 providing Francis and others with internal, proprietary U.S. Navy information and
8 documents; causing the U.S. Navy to approve the payment of invoices that
9 DEBORD knew to contain fraudulent charges; and advocating for the U.S. Navy to
10 procure items from GDMA under its husbanding contracts.

11 4. On January 15, 2015, Francis pled guilty in the Southern District of
12 California to one count of conspiring to bribe U.S. Navy officers and employees, in
13 violation of 18 U.S.C. § 371; one count of bribery of a federal law enforcement
14 agent, in violation of 18 U.S.C. § 201; and one count of conspiring to defraud the
15 United States in connection with the performance of his and GDMA’s ship
16 husbanding business, in violation of 18 U.S.C. § 371.

17 5. As defined by 18 U.S.C. § 3238, this offense was begun and committed
18 on the high seas and otherwise out of the jurisdiction of any particular district, and
19 thus, venue is proper for this offense in the Southern District of California, as the
20 district in which the defendant, DEBORD, as well as one or more joint offenders,
21 namely Francis and Wisidagama, will be or were arrested. Specifically, Francis and
22 Wisidagama were arrested on criminal complaints in San Diego in 2013, and
23 DEBORD is expected to be arrested in San Diego on or about May 26, 2016.

24 **BACKGROUND**

25 6. From in or about November 2007 to May 2010, defendant GENTRY
26 DEBORD (“DEBORD”) was a Lieutenant in the U.S. Navy serving as a Logistics
27 Officer and a Stock Control Officer aboard the U.S.S. Essex, an amphibious assault
28 ship deployed in the Western Pacific. In these positions, DEBORD was responsible

1 for procuring goods and services to meet the ship's logistical and supply needs and
2 for verifying that the U.S. Navy's contractors provided these services. From in or
3 about May 2010 until December 2011, DEBORD was a student at the Naval
4 Postgraduate School in Monterey, CA. From in our about December 2011 until the
5 present, DEBORD was a Lieutenant Commander serving in Singapore as a
6 Replenishment Officer with the Logistics Group Western Pacific, Task Force 73, a
7 U.S. Navy command that served as the logistics agent for U.S. Navy assets in the
8 Western Pacific. As a Replenishment Officer, DEBORD was responsible for
9 coordinating the movement of U.S. Navy supply ships to ensure that they resupplied
10 U.S. Navy combatant ships operating throughout the Western Pacific region.

11 7. As an Officer in the United States Navy, DEBORD was a "public
12 official" within the definition of Title 18, United States Code, Section 201(a)(1).

13 8. Francis was a citizen of Malaysia, residing in Singapore. Francis was
14 the owner, Chief Executive Officer, and President of Glenn Defense Marine (Asia)
15 ("GDMA"), a multi-national corporation with headquarters in Singapore. As of
16 September 2013, GDMA had operating locations in many countries, including Japan,
17 Thailand, Malaysia, Korea, Hong Kong, Indonesia, Australia, Philippines, and the
18 United States. GDMA provided husbanding services to the U.S. Navy under a
19 variety of husbanding contracts for over 25 years. "Husbanding" involved the
20 coordinating, scheduling, and direct and indirect procurement of items and services
21 required by ships and submarines when they arrived at port.

22 9. Alex Wisidagama ("Wisidagama"), a citizen of Singapore, was
23 GDMA's Global Manager for Government Contracts. On March 18, 2014,
24 Wisidagama pled guilty to conspiring to defraud the United States with respect to
25 claims in violation of 18 U.S.C. § 286.

26 10. NP was GDMA's Vice President of Global Operations.
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PROBABLE CAUSE

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2 11. According to two defendants who have pled guilty in this case and who
3 are cooperating with the United States in the hope of receiving a recommendation for
4 a reduced sentence (“CW1” and “CW2”), as well as documents reviewed during the
5 investigation, DEBORD, Francis, and others entered into a corrupt relationship in
6 which DEBORD, in exchange for things of value, such as cash, travel and
7 entertainment expenses, and the services of prostitutes, exercised his influence within
8 the U.S. Navy to advocate for and advance GDMA’s interests, as opportunities arose,
9 by, among other things, providing Francis and others with internal, proprietary U.S.
10 Navy information; causing the U.S. Navy to approve the payment of invoices that
11 DEBORD knew to contain fraudulent charges; and advocating for the U.S. Navy to
12 procure items from GDMA under its husbanding contracts.

13 12. As part of the conspiracy, according to CW-1 and CW-2, DEBORD,
14 Francis, Wisidagama, and others would use coded language and other mechanisms
15 designed to obfuscate the true nature of their corrupt relationship, including referring
16 to prostitutes as “cheesecakes” and “bodyguards.”

17 13. On or about February 26, 2008, DEBORD emailed NP to ask that NP
18 provide him with the services of prostitutes during the U.S.S. Essex’s upcoming port
19 visit to Manila, Philippines: “[D]ouble checking to see if I will have my security for
20 the 2nd and the 4th. I however do not want anyone to know I have a bodyguard.”
21 NP responded: “Bodyguards are standing by.”

22 14. On or about May 7, 2008, DEBORD advised Wisidagama via email that
23 DEBORD had recommended that the U.S. Navy cancel its plans to re-supply the
24 U.S.S. Essex at sea using food and provisions already owned by the U.S. Navy and
25 instead that the U.S.S. Essex purchase the needed items in port. On or about June 5,
26 2008, DEBORD sent Wisidagama and NP a request to purchase additional items
27 from GDMA: “[I]s it possible to send me a list of food items you have available
28 (luxury items) like cheesecake, etc, so we can possibly add to our order.”

1 15. According to an email between Wisidagama and other GDMA
2 employees, on or about June 8, 2008, DEBORD was booked a deluxe room at the
3 Siam Bayshore Hotel in Pattaya, Thailand at GDMA's expense, in conjunction with
4 an upcoming port visit by the U.S.S. Essex to Laem Chabang, Thailand.

5 16. According to email among the conspirators, on or about June 13, 2008,
6 a GDMA employee forwarded Wisidagama and NP the reservation confirmation in
7 DEBORD's name at a serviced apartment in Pattaya, Thailand, which noted as well
8 the receipt of a pre-payment by GDMA of 3,742 Thai baht.

9 17. On or about October 13, 2008, DEBORD sent Wisidagama and NP via
10 email pictures of a woman, commenting "This is the cheesecake I want..."

11 18. On or about October 30, 2008 DEBORD emailed NP and Wisidagama
12 advising them that the U.S. Navy's ship husbanding contract in the Philippines was
13 "coming up for renew[al]," and asking that GDMA provide him with an apartment in
14 conjunction with an upcoming port visit by the U.S.S. Essex to Hong Kong.
15 DEBORD noted that he and another GDMA employee "had fun up [near Clark Air
16 Force Base, Philippines,] ate lots of cheesecake, even ate some in a group session."

17 19. On or about November 12, 2008, DEBORD sent NP an email discussing
18 the after action report regarding the service received by the U.S.S. Essex from
19 GDMA during its recent port visit to Hong Kong.

20 20. In the same email of November 12, DEBORD asked NP to provide him
21 with a stay at a furnished apartment in Hong Kong: "What about my apartment [NP].
22 I need a 3BDR one if you can. Away from sailors but near bars/clubs/cheesecakes."

23 21. On or about November 17, 2008, a GDMA employee sent NP and
24 Wisidagama an email confirming reservations for DEBORD and two others to stay
25 in two furnished apartments for four nights (November 22-26, 2008) in Tsimshatsui,
26 Hong Kong at a total cost to GDMA of \$4090 Hong Kong dollars per night.

27 22. On or about February 8, 2009, DEBORD sent NP and Wisidagama via
28 email an internal U.S. Navy document, entitled "LESSONS LEARNED FROM

1 LAEM CHABANG PORT VISIT,” which analyzed difficulties during the U.S.S.
2 Essex’s recent port visit to Laem Chabang, Thailand, which was serviced by GDMA.

3 23. On or about February 8, 2009, DEBORD sent an email to NP and
4 another GDMA employee inquiring about the cost of procuring a trash barge to
5 service the U.S.S. Essex while in port at Laem Chabang, Thailand. When the
6 GDMA employee quoted a price of \$3,000, DEBORD responded, “We want the
7 barge!!!! You owe me [NP], had to beg to make them pull the trigger.”

8 24. On or about February 15, 2009, a GDMA employee forwarded to
9 Wisidagama via email a reservation confirmation in DEBORD’s name for a three-
10 night stay (February 16-19, 2009) at the Siam Bay Shore Hotel in Pattaya, Thailand,
11 noting, “this will be on our account together with his laundry and minibar.”

12 25. On or about February 21, 2009, DEBORD forwarded to NP and
13 Wisidagama via email proprietary, internal U.S. Navy correspondence in which a
14 U.S. Navy logistics officer advised DEBORD that the logistics officer was
15 investigating certain suspicious charges for force protection that GDMA submitted in
16 connection with the husbanding services rendered to the U.S.S. Harper’s Ferry and
17 U.S.S. Essex in Laem Chabang, Thailand.

18 26. On or about March 17, 2009, DEBORD forwarded to NP an internal
19 U.S. Navy email in which a U.S. Navy logistics officer expressed concern to
20 DEBORD about an invoice that GDMA submitted for force protection services
21 rendered to the U.S.S. Essex in Thailand. In the email, the logistics officer warned
22 DEBORD to “be vigilant” about invoices from GDMA.

23 27. On or about July 31, 2009, in an email entitled “cheesecake,” DEBORD
24 forwarded to NP an email that contained cost information for a port visit by the
25 U.S.S. Essex to Brisbane, Australia, that was serviced by one of GDMA’s
26 competitors, thereby allowing GDMA access to the competitor’s business-sensitive
27 pricing information. NP, in turn, forwarded the information to Francis: “[S]ir, intel
28 from our contact on the [E]ssex in [B]risbane.”

1 28. On or about August 18, 2009, a GDMA employee forwarded to NP and
2 Francis via email airline and room reservations for DEBORD and his family to fly
3 from Manila to Boracay, Philippines and stay five nights (October 5-10, 2009) at
4 Friday's Boracay Beach Resort at a total cost to GDMA of 78,500 Philippine pesos.

5 29. According to email, on or about February 22, 2010, DEBORD asked NP
6 to provide him with three hotel rooms, two cell phones, a van and \$2,000 Singapore
7 dollars and instructed NP to recover the value of these items by inflating the amount
8 that GDMA would invoice the U.S. Navy for potable water and trash removal service
9 for the U.S.S. Essex port visit to Singapore from February 22-25, 2009. In an email
10 to Francis and Wisidagama that same day, NP described his conversation with
11 DEBORD: "Gentry called me up today and spoke to me about the bills and his (hotel
12 rooms, 2 cell. phns and van). He told me that you can up the potable water and trash
13 for the invoices to make back for this stuff. Break. Sir, he's asking for \$2k
14 [S]ing[apore] dollars as well. This to be included into the water/trash bills. Can get
15 finance to prepare and [a GDMA employee] to hand to him. Please advise."

16 30. In reply to NP's inquiries, Francis approved the payment to DEBORD.
17 According to a comparison of internal GDMA documents and U.S. Navy contracting
18 records, as instructed by DEBORD, GDMA, in fact, fraudulently inflated its invoice
19 to the U.S. Navy to account for the things of value given to DEBORD.

20 31. On or about March 19, 2010, DEBORD forwarded to NP an email
21 exchange between DEBORD and a U.S. Navy logistics officer in which DEBORD
22 recommended paying a GDMA claim against the U.S. Navy for \$8,000 for damage
23 done to GDMA equipment while providing husbanding services to the U.S.S. Essex
24 during a port visit to Subic Bay, Philippines. According to the email string, in the
25 exchange, DEBORD stated to the logistics officer, "I was ready to pay this bill
26 because of discussion last year about sizes of fenders. . . Please give me guidance on
27 what we do if we are responsible and have to pay?"

1 32. According to DEBORD's U.S. Navy personnel file, from about May
2 2010 until December 2011, DEBORD was a student at the Naval Postgraduate
3 School in Monterey, California.

4 33. On or about May 26, 2012, after recognizing DEBORD's name on an
5 email chain regarding fuel issues, NP emailed another GDMA employee and said
6 "Look at who's the replenishment officer for ctf73, you remember sex crazy LT
7 Debord from Essex!" NP subsequently emailed DEBORD on May 28, 2012 and
8 invited him out for "cheesecake...just like the good ol days."

9 34. On or about December 31, 2012, according to internal GDMA email,
10 NP emailed Francis to advise: "[W]e need to sponsor the room charges" for
11 DEBORD's stay at the Hard Rock Hotel in Bali, Indonesia from January 5-11, 2013.
12 On or about January 4, 2013 via WhatsApp, Francis directed NP to go to Bali and
13 take care of DEBORD because DEBORD "can slide ships to higher revenue ports."

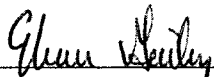
14 35. According to CW-1 and corroborated by text messages and other
15 documents, upon DEBORD's return from Bali, Indonesia, on or about January 21,
16 2013, Francis paid for DEBORD and his wife as well as another couple to dine at the
17 Nadaman Restaurant in Singapore at a cost to Francis of approximately \$1,651.90
18 Singapore dollars. Following the meal, Francis purchased \$70,000 Singapore dollars
19 worth of gaming chips from the Marina Bay Sands Casino, which he split among
20 himself and his guests, including DEBORD. During the evening's festivities,
21 Francis sent NP an instant message which exclaimed, "[G]entry [DEBORD] over the
22 moon." NP responded via instant message: "Hook, line and sinker."
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1 **CONCLUSION**

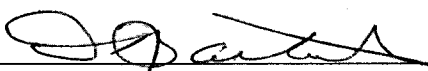
2 36. Based on the foregoing, I respectfully submit that there is probable
3 cause to believe that from at least February 2008 until in or about January 2013,
4 DEBORD, Francis and others conspired to commit bribery in violation of Title 18,
5 United States Code, Sections 371 and 201(b)(1)(A), (B), and (C), and I, therefore,
6 respectfully request that a warrant issue for Gentry DEBORD's arrest.

7 **REQUEST FOR SEALING**

8 37. I further respectfully request that the Court order that all papers in
9 support of this application, including the Complaint, Affidavit, Addendum and arrest
10 warrant, be sealed until further order of the Court. These documents discuss an
11 ongoing criminal investigation, portions of which are neither public nor known to all
12 of the targets of the investigation. Accordingly, there is good cause to seal these
13 documents because their premature disclosure may jeopardize witnesses' safety,
14 cause DEBORD to attempt to flee, attempt to destroy evidence, or otherwise impede
15 and obstruct that portion of the investigation.

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18 _____
Eleanor Gailey, Special Agent, DCIS

19 Subscribed and sworn to before me this 25 day of May 2016.

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22 _____
The Honorable David H. Bartick
23 UNITED STATES MAGISTRATE JUDGE
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