



UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
October 2008 Grand Jury

11	UNITED STATES OF AMERICA,	)	CR No. 08-59(B)-GW
12	Plaintiff,	)	<u>S E C O N D</u>
13	v.	)	<u>S U P E R S E D I N G</u>
14	GERALD GREEN and	)	<u>I N D I C T M E N T</u>
15	PATRICIA GREEN,	)	[18 U.S.C. § 371: Conspiracy;
16	Defendants.	)	15 U.S.C. § 78dd-2(a)(1),
17		)	(g)(2)(A): Foreign Corrupt
18		)	Practices Act; 18 U.S.C.
19		)	§ 1956(a)(2)(A): Transportation
20		)	Promotion Money Laundering; 18
21		)	U.S.C. § 1957(a): Transaction
22		)	Money Laundering; 18 U.S.C.
		)	§ 1519: Obstruction of Justice;
		)	26 U.S.C. § 7206(1) False
		)	Subscription of a Tax Return; 18
		)	U.S.C. § 2: Aiding and Abetting
		)	and Causing Acts To Be Done; 18
		)	U.S.C. § 981(a)(1)(C), 21 U.S.C.
		)	§ 853, and 28 U.S.C. § 2461(c):
		)	Criminal Forfeiture]

The Grand Jury charges:

INTRODUCTORY ALLEGATIONS

At all times relevant to this Indictment:

A. THE FOREIGN CORRUPT PRACTICES ACT

1. The Foreign Corrupt Practices Act of 1977 ("FCPA"), as amended, Title 15, United States Code, Sections 78dd-1, et seq.,

BHS:bhs *BHS*
JEL:jel *JEL*

1 was enacted by Congress for the purpose of making it unlawful,
2 among other things, for certain United States persons and
3 business entities defined as "domestic concerns" to act corruptly
4 in furtherance of an offer, promise, authorization, or payment of
5 money or anything of value to a foreign government official for
6 the purpose of securing any improper advantage, or of obtaining
7 or retaining business for and with, or directing business to, any
8 person.

9 B. RELEVANT PERSONS AND ENTITIES

10 2. Defendant GERALD GREEN ("GERALD GREEN") was born in
11 South Africa and was a naturalized citizen of the United States.
12 As a citizen of the United States, defendant GERALD GREEN was a
13 "domestic concern" as that term was defined in the FCPA.
14 Defendant GERALD GREEN obtained business for, and negotiated
15 contracts on behalf of, various business entities located in the
16 Central District of California collectively referenced in this
17 Indictment as the "Green Businesses."

18 3. Defendant PATRICIA GREEN ("PATRICIA GREEN") was born in
19 Mexico and was a naturalized citizen of the United States. As a
20 citizen of the United States, defendant PATRICIA GREEN was a
21 "domestic concern" as that term was defined in the FCPA.
22 Defendant PATRICIA GREEN was the wife of defendant GERALD GREEN.
23 Defendant PATRICIA GREEN managed the Green Businesses' day-to-day
24 operations, and was primarily responsible for approving expenses,
25 signing checks, and wiring funds from the bank accounts of the
26 Green Businesses.

27 4. The "Green Businesses" included the following
28 California corporations and unincorporated businesses that

1 defendants GERALD GREEN and PATRICIA GREEN owned and operated in
2 Beverly Hills, California: Film Festival Management, Inc.
3 ("FFM"); SASO Entertainment ("SASO"); Artist Design Corp.
4 ("Artist Design"); International Fashion Consultant, Inc.
5 ("IFC"); Flying Pen, Inc. ("Flying Pen"); and entities doing
6 business as "Creative Ignition," "Ignition," and "International
7 Festival Consultants." The "Green Businesses" also included
8 Festival of Festivals ("FOF"), a business entity belonging to an
9 associate of defendants GERALD GREEN and PATRICIA GREEN, but in
10 the name of which defendants GERALD GREEN and PATRICIA GREEN did
11 business and received and transferred funds. As entities that
12 had their principal place of business in the United States, and
13 that were organized under the laws of a State of the United
14 States, the Green Businesses were "domestic concerns" as that
15 term was defined in the FCPA. The Green Businesses were used as
16 vehicles to help obtain contracts and subcontracts to provide
17 goods and services for media and entertainment projects to the
18 government of the Kingdom of Thailand.

19 5. The Tourism Authority of Thailand ("TAT") was a
20 government agency of the Kingdom of Thailand. The TAT
21 administered and funded contracts to promote tourism, including
22 the annual Bangkok International Film Festival ("BKKIFF"), public
23 relations services, a logo for the TAT, and websites, calendars,
24 and videos featuring Thailand. The TAT had a yearly budget
25 equivalent to millions of United States dollars to disburse for
26 the operations of the BKKIFF, and smaller amounts to fund the
27 other TAT contracts. The TAT also controlled an entity that was
28 an instrumentality of the Thai government, namely, the Thailand

1 Privilege Card Co., Ltd. ("TPC LTD"). The TPC LTD administered
2 and funded contracts for consulting, creative design, public
3 relations, and promotional books for an "elite privilege card"
4 for foreigners.

5 6. The person referred to herein as the "Governor" was the
6 senior government officer of the TAT from in or about 2002 until
7 in or about 2006. The Governor was responsible for the process
8 of selecting the businesses that would provide goods and services
9 to the TAT and TPC LTD, and for the disbursement of TAT and TPC
10 LTD funds to those businesses. As an officer and employee of a
11 department, agency, and instrumentality of a foreign government,
12 the Governor was a "foreign official" as that term was defined in
13 the FCPA. From in or about late 2006 to in or about 2007, the
14 Governor, although no longer in her prior position at the TAT,
15 acted in an official capacity on behalf of the TAT as an
16 "advisor," and therefore was still a "foreign official" as that
17 term was defined in the FCPA.

18 7. The person referred to herein as the "Daughter" was a
19 Thai citizen and the daughter of the Governor. In or about 2004,
20 the Daughter was also an employee of the TPC LTD.

21 8. The person referred to herein as the "Friend" was a
22 Thai citizen and a friend of the Governor.

23 C. OVERVIEW OF TAT/TPC LTD CONTRACT REVENUES, CORRUPT PAYMENTS

24 9. Beginning in or about 2002, and continuing to in or
25 about 2007, defendants GERALD GREEN and PATRICIA GREEN, through
26 several of the Green Businesses, received at least \$14,000,000 of
27 TAT and TPC LTD funds in connection with work performed on TAT
28 and TPC LTD contracts, whether as a prime contractor or

1 subcontractor. During that same time period, defendants GERALD
2 GREEN and PATRICIA GREEN sent and caused to be sent at least
3 \$1,800,000 of those funds from the accounts of the Green
4 Businesses to bank accounts held in the name of either the
5 Daughter or the Friend at banks in Singapore, the United Kingdom,
6 and the Isle of Jersey, for the benefit of the Governor. Most of
7 these transfers were via international wire transfers; some were
8 by cashiers checks. Defendant GERALD GREEN also, on occasion,
9 delivered cash to the Governor in person.

10 10. Defendants GERALD GREEN and PATRICIA GREEN caused these
11 corrupt payments, paid to and for the benefit of the Governor in
12 order to secure the lucrative TAT and TPC LTD contracts and
13 subcontracts. These payments were disguised on the Green
14 Businesses' books and records as "sales commissions" in order to
15 conceal the nature of the payments.

16 D. INCORPORATION BY REFERENCE

17 11. These introductory allegations are incorporated and re-
18 alleged into each count of this Indictment.

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COUNT ONE

[18 U.S.C. § 371]

A. OBJECTS OF THE CONSPIRACY

12. Beginning in or around 2002, and continuing to in or around 2007, in Los Angeles County, within the Central District of California, and elsewhere, defendants GERALD GREEN and PATRICIA GREEN, together with others known and unknown to the Grand Jury, knowingly combined, conspired, and agreed to commit the following offenses against the United States:

a. As citizens of the United States and domestic concerns within the meaning of the Foreign Corrupt Practices Act, to willfully make use of means and instrumentalities of interstate and international commerce, corruptly in furtherance of an offer, payment, promise to pay, and authorization of the payment of any money, offer, gift, promise to give, and authorization of the giving of anything of value to any foreign official for purposes of: (i) influencing acts and decisions of such foreign official in her official capacity; (ii) inducing such foreign official to do and omit to do acts in violation of the lawful duty of such official; (iii) securing an improper advantage; and (iv) inducing such foreign official to use her influence with a foreign government and instrumentalities thereof to affect and influence acts and decisions of such government and instrumentalities, in order to assist defendants GERALD GREEN, and PATRICIA GREEN in obtaining and retaining business for and with, and directing business to, the Green Businesses, in violation of Title 15, United States Code, Section 78dd-2(a)(1).

1 b. To promote the specified unlawful activity
2 referenced in paragraph A(12)(a) above by transporting funds from
3 a place in the United States to a place outside the United
4 States, in violation of Title 18, United States Code, Section
5 1956(a)(2)(A).

6 B. THE MANNER AND MEANS OF THE CONSPIRACY

7 The objects of the conspiracy were carried out, and to be
8 carried out, in substance, as follows:

9 13. The Governor and defendant GERALD GREEN would and did
10 discuss new ideas and opportunities for the Green Businesses to
11 obtain business from the TAT and the TPC LTD.

12 14. Defendants GERALD GREEN and PATRICIA GREEN would and
13 did offer and pay bribes, directly and indirectly, to and for the
14 benefit of the Governor in exchange for the award of lucrative
15 contracts and subcontracts to and for the benefit of the Green
16 Businesses.

17 15. Defendant GERALD GREEN and the Governor would and did
18 agree to the total amount of money that the TAT and the TPC LTD
19 would and did pay to the Green Businesses. Defendant GERALD
20 GREEN and the Governor would and did agree to the amount of the
21 corrupt payments to be paid to the Governor as a percentage,
22 ranging between 10% and 20%, of the value of such contracts. On
23 occasion, the contracts negotiated between defendant GERALD GREEN
24 and the Governor would and did involve third-party businesses
25 that served as prime contractors with the TAT or the TPC LTD, and
26 the Green Businesses as subcontractors. On such occasions, which
27 included contracts for the website production, public relations
28 services, calendars, and the video production, defendant GERALD

1 GREEN would and did structure the contracting arrangements so
2 that the prime contractors would pass through to the Green
3 Businesses in the subcontracts the amounts necessary for the
4 Green Businesses to fund corrupt payments to the Governor.

5 16. The Governor had authority to approve TAT payments to
6 foreign entities up to a certain value. Therefore, at the
7 Governor's direction, defendants GERALD GREEN and PATRICIA GREEN
8 would and did split up the performance of large contracts for the
9 BKKIFF among different Green Businesses. To create the
10 appearance of separate and distinct businesses, defendants GERALD
11 GREEN and PATRICIA GREEN would and did cause the Green Businesses
12 to use different bank accounts, mailing addresses, and telephone
13 numbers in their dealings with the TAT. Some of these entities
14 and bank accounts would be and were established solely for
15 business with the TAT in connection with the BKKIFF. However, in
16 reality, all of the BKKIFF work would be and was managed by the
17 same personnel out of the same Beverly Hills business offices at
18 the direction of, and to benefit, defendants GERALD GREEN and
19 PATRICIA GREEN.

20 17. By the above-described use of numerous different
21 business entities in structuring contracting and subcontracting
22 for TAT and TPC LTD business, the Governor and defendants GERALD
23 GREEN and PATRICIA GREEN would and did evade requirements for
24 higher level approvals and conceal from further scrutiny and
25 suspicion by other Thai government officials the large sums of
26 TAT and TPC LTD funds flowing to the Green Businesses, a portion
27 of which would be and was for the benefit of the Governor.

1 18. Defendants GERALD GREEN and PATRICIA GREEN would and
2 did prepare and submit, and cause others to prepare and submit,
3 to the TAT and the TPC LTD statements of the scope of work and
4 the costs for the various services in connection with the
5 contracts. Defendants GERALD GREEN and PATRICIA GREEN would and
6 did inflate the cost amounts submitted to the TAT and the TPC LTD
7 to include the anticipated corrupt payments to the Governor, in
8 addition to the Green Businesses' and any prime contractors'
9 actual costs and profits.

10 19. Following the Green Businesses' receipt of payment for
11 work performed on TAT and TPC LTD contracts, defendant GERALD
12 GREEN would and did advise defendant PATRICIA GREEN when a
13 "commission" payment was needed for the Governor. Defendant
14 PATRICIA GREEN and another employee at the Green Businesses would
15 and did then look to see which of the Green Businesses had the
16 money available for payment.

17 20. Defendants GERALD GREEN and PATRICIA GREEN would and
18 did arrange for the corrupt payments to be made, for the benefit
19 of the Governor, via cashiers checks or international wire
20 transfer from the bank accounts of one or more of the Green
21 Businesses in the Los Angeles area to bank accounts held in the
22 name of the Daughter or the Friend at banks in the United
23 Kingdom, Singapore, and the Isle of Jersey. The Daughter and the
24 Friend would and did subsequently transfer some of these funds to
25 other overseas bank accounts held in the Daughter's name.
26 Defendants GERALD GREEN and PATRICIA GREEN would and did also
27 occasionally arrange for cash payments to be made directly to the
28 Governor, including during her trips to Los Angeles, California.

1 21. Defendant PATRICIA GREEN would and did maintain
2 spreadsheets created by an employee at the Green Businesses that
3 calculated and tracked the corrupt payments made to and for the
4 benefit of the Governor in connection with TAT and TPC LTD
5 contracts.

6 22. Defendants GERALD GREEN and PATRICIA GREEN would and
7 did cause the corrupt payments to, and for the benefit of, the
8 Governor for TAT and TPC LTD contracts to be characterized as
9 "sales commissions" on the profit and loss statements and other
10 company books and records prepared and maintained by the Green
11 Businesses. Defendant PATRICIA GREEN would and did participate
12 in the preparation of corporate tax returns that took unlawful
13 tax deductions for the bribes by calling them "commissions" as
14 part of costs of goods sold. In this manner, defendants GERALD
15 GREEN and PATRICIA GREEN would and did reduce corporate tax
16 liabilities, use tax-free income to pay the bribes to the
17 Governor, and thus increase their profits from the Green
18 Businesses.

19 23. In return for the corrupt payments characterized as
20 "sales commissions," the Governor would and did assist defendants
21 GERALD GREEN and PATRICIA GREEN in obtaining and retaining
22 lucrative contracts and subcontracts for TAT and TPC LTD
23 business.

24 24. After the Governor stepped down in or about September
25 2006 as the TAT's highest-ranking official and became an
26 "advisor" to the TAT, the Governor would and did continue to
27 assist defendants GERALD GREEN and PATRICIA GREEN in obtaining
28 and retaining business with the TAT, including in receiving

1 payment of outstanding amounts due. The Governor would continue
2 to receive a portion of the money paid to the Green Businesses by
3 the TAT.

4 C. OVERT ACTS

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

10 BANGKOK INTERNATIONAL FILM FESTIVAL

11 Overt Act No. 1: In or before July 2002, defendant GERALD
12 GREEN agreed with the Governor that defendant GERALD GREEN would
13 operate and manage the 2003 BKKIFF.

14 Overt Act No. 2: On or about July 8, 2002, defendant GERALD
15 GREEN caused FFM to be incorporated in the State of California.

16 Overt Act No. 3: In or before November 2002, defendant
17 GERALD GREEN agreed to pay a percentage of the 2003 BKKIFF
18 contract value for the benefit of the Governor.

19 Overt Act No. 4: On or about November 8, 2002, defendant
20 GERALD GREEN received a facsimile from the Governor on TAT
21 letterhead providing wire instructions to the Daughter's bank
22 account at HSBC Bank PLC in the United Kingdom.

23 Overt Act No. 5: On or about November 12, 2002, defendants
24 GERALD GREEN and PATRICIA GREEN caused a wire transfer of \$30,000
25 from FFM's bank account at Bank of America in West Hollywood,
26 California, to the Daughter's bank account at HSBC Bank PLC in
27 the United Kingdom.

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1 Overt Act No. 6: In or before May 2003, defendant GERALD
2 GREEN agreed to pay a percentage of the 2004 BKKIFF contract
3 value for the benefit of the Governor.

4 Overt Act No. 7: In or about June 2003, defendants GERALD
5 GREEN and PATRICIA GREEN caused an employee of SASO to execute a
6 scope of work letter agreement between SASO and the TAT for the
7 2004 BKKIFF with an attached payment schedule that included a
8 total of \$468,027 in payments to SASO.

9 Overt Act No. 8: On or about June 23, 2003, defendants
10 GERALD GREEN and PATRICIA GREEN caused an invoice on SASO
11 letterhead containing a SASO employee's home address rather than
12 SASO's office address to be sent to the TAT in the amount of
13 \$24,000.

14 Overt Act No. 9: On or about October 23, 2003, defendants
15 GERALD GREEN and PATRICIA GREEN caused a wire transfer of \$12,500
16 from FFM's bank account at Bank of America in West Hollywood,
17 California, to the Daughter's bank account at HSBC Bank PLC in
18 the United Kingdom.

19 Overt Act No. 10: On or about November 14, 2003, defendants
20 GERALD GREEN and PATRICIA GREEN caused an invoice of FFM to be
21 sent to the TAT in the amount of \$63,011.

22 Overt Act No. 11: In or before September 2004, defendant
23 GERALD GREEN agreed to pay a percentage of the 2005 BKKIFF
24 contract value for the benefit of the Governor.

25 Overt Act No. 12: On or about October 22, 2004, defendants
26 GERALD GREEN and PATRICIA GREEN caused a wire transfer of \$28,000
27 from FFM's bank account at Bank of America in West Hollywood,
28 California, to the Daughter's bank account at HSBC Bank

1 International Limited in the Isle of Jersey.

2 Overt Act No. 13: On or about June 10, 2004, defendant
3 PATRICIA GREEN opened a bank account at Wells Fargo Bank in West
4 Hollywood, California, in the name of FOF.

5 Overt Act No. 14: On or about February 24, 2005, defendants
6 GERALD GREEN and PATRICIA GREEN caused a wire transfer of
7 \$100,000 from FOF's bank account at Wells Fargo Bank in West
8 Hollywood, California, to the Daughter's bank account at HSBC
9 Bank International Limited in the Isle of Jersey.

10 Overt Act No. 15: On or about March 11, 2005, defendants
11 GERALD GREEN and PATRICIA GREEN caused a wire transfer of
12 \$100,000 from FOF's bank account at Wells Fargo Bank in West
13 Hollywood, California, to the Friend's bank account at Citibank
14 in Singapore.

15 Overt Act No. 16: In or before September 2005, defendant
16 GERALD GREEN agreed to pay a percentage of the 2006 BKKIFF
17 contract value for the benefit of the Governor.

18 Overt Act No. 17: On or about January 19, 2006, defendants
19 GERALD GREEN and PATRICIA GREEN caused a wire transfer of \$78,000
20 from IFC's bank account at Wells Fargo Bank in West Hollywood,
21 California, to the Daughter's bank account at Standard Chartered
22 Bank in Singapore.

23 Overt Act No. 18: In or about December 2006, after the
24 Governor had stepped down in or about September 2006 as the TAT's
25 highest-ranking official and had become an "advisor" to the TAT,
26 and after the subsequent leadership of the TAT had terminated
27 FFM's involvement in the BKKIFF in or about November 2006,
28 defendant GERALD GREEN enlisted the Governor's assistance in a

1 claim for payment of \$568,718 allegedly owed by the TAT to FFM
2 for work on the 2007 BKKIFF performed prior to FFM's termination.

3 Overt Act No. 19: In or about May 2007, after
4 unsuccessfully demanding from the TAT payment of the money
5 claimed by FFM, defendants GERALD GREEN and PATRICIA GREEN
6 received information indicating that TAT officials suspected
7 there had been corruption between FFM and the Governor and were
8 anxious about dealings with FFM, which information defendants
9 GERALD GREEN and PATRICIA GREEN then relayed to the Governor.

10 Overt Act No. 20: In or about June 2007, with the
11 Governor's assistance, defendants GERALD GREEN and PATRICIA GREEN
12 made secret arrangements with TAT officials to funnel payment of
13 the money claimed by FFM through a third-party business.

14 THAILAND PRIVILEGE CARD LTD

15 Overt Act No. 21: In or before May 2003, defendant GERALD
16 GREEN agreed with the Governor that defendant GERALD GREEN would
17 provide and coordinate various services in connection with the
18 TPC LTD's introduction of an elite "privilege card" for
19 foreigners in Thailand.

20 Overt Act No. 22: In or before October 2003, defendant
21 GERALD GREEN agreed to pay a percentage of TPC LTD contracts'
22 value for the benefit of the Governor.

23 Overt Act No. 23: On or about November 14, 2003, defendants
24 GERALD GREEN and PATRICIA GREEN caused a wire transfer of \$73,784
25 from SASO's bank account at Bank of America in West Hollywood,
26 California, to the Daughter's bank account at HSBC Bank PLC in
27 the United Kingdom.

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1 Overt Act No. 24: On or about November 17, 2003, defendants
2 GERALD GREEN and PATRICIA GREEN caused a wire transfer of \$17,000
3 from Flying Pen's bank account at U.S. Bank in Beverly Hills,
4 California, to the Daughter's bank account at HSBC Bank PLC in
5 the United Kingdom.

6 Overt Act No. 25: On or about December 17, 2003, defendants
7 GERALD GREEN and PATRICIA GREEN caused a cashiers check for
8 \$100,000 from SASO's bank account at Bank of America in West
9 Hollywood, California, to be paid to the Friend.

10 Overt Act No. 26: On or about December 18, 2003, defendants
11 GERALD GREEN and PATRICIA GREEN caused a cashiers check for
12 \$50,000 from SASO's bank account at Bank of America in West
13 Hollywood, California, to be paid to the Friend.

14 Overt Act No. 27: On or about December 19, 2003, defendant
15 GERALD GREEN charged \$399.78 to his credit card for dinner with
16 the Governor at L'Orangerie Restaurant in Los Angeles,
17 California, in furtherance of his business with the TPC LTD.

18 TAT PUBLIC RELATIONS

19 Overt Act No. 28: In or about 2004, defendant GERALD GREEN
20 agreed to pay, for the benefit of the Governor, a portion of the
21 value of a subcontract for international public relations
22 consulting on behalf of the TAT.

23 Overt Act No. 29: On or about August 1, 2004, defendant
24 PATRICIA GREEN signed a subcontract with a public relations firm
25 acting as the prime contractor with the TAT, requiring that the
26 prime contractor pay a "consulting" fee to SASO equal to 40% of
27 the funds the prime contractor received from the TAT.
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1 Overt Act No. 30: On or about October 26, 2004, defendants
2 GERALD GREEN and PATRICIA GREEN caused a wire transfer of \$13,000
3 from SASO's bank account at Bank of America in West Hollywood,
4 California, to the Daughter's bank account at HSBC Bank
5 International Limited in the Isle of Jersey.

6 WEBSITE

7 Overt Act No. 31: In or about 2005, defendant GERALD GREEN
8 agreed with the Governor that defendant GERALD GREEN would
9 recruit and coordinate a group of third-party businesses to
10 design, develop, and maintain a TAT website promoting tourism in
11 Thailand following the decrease in tourism there resulting from
12 the December 2004 tsunami.

13 Overt Act No. 32: In or about 2005, defendant GERALD GREEN
14 handwrote a budget proposal for the website project providing for
15 prime contractors to bill the TAT a total of \$2,000,000, with
16 \$400,000 of that sum to be paid as "commissions" to "X,"
17 referring to the Governor.

18 Overt Act No. 33: In or about 2005, defendant GERALD GREEN
19 directed a subordinate that the subcontracting arrangement on the
20 project should be kept secret.

21 Overt Act No. 34: In or about December 2005, defendant
22 GERALD GREEN and the Governor agreed upon an adjustment to the
23 budget for the website project, which required the prime
24 contractors to increase their billing to the TAT without an
25 increase in their internal budgets.

26 Overt Act No. 35: On or about December 21, 2005, defendant
27 PATRICIA GREEN sent to one of the prime contractors a subcontract
28 for Creative Ignition, requiring that the prime contractor pay a

1 "consulting" fee to Creative Ignition equal to 65% of the funds
2 the prime contractor received from the TAT.

3 Overt Act No. 36: On or about March 13, 2006, defendants
4 GERALD GREEN and PATRICIA GREEN caused a wire transfer of \$52,876
5 from FOF's bank account at Wells Fargo in West Hollywood,
6 California, to the Daughter's bank account at Citibank in
7 Singapore.

COUNTS TWO THROUGH TEN

[15 U.S.C. § 78dd-2(a)(1), (g)(2)(A); 18 U.S.C. § 2]

26. On or about the dates set forth below, in Los Angeles County, within the Central District of California, and elsewhere, defendants GERALD GREEN and PATRICIA GREEN, who were citizens of the United States and domestic concerns within the meaning of the Foreign Corrupt Practices Act, willfully used, and aided, abetted, and caused others to use, means and instrumentalities of interstate and international commerce, corruptly in furtherance of an offer, payment, promise to pay, and authorization of the payment of any money, and an offer, gift, promise to give, and authorization of the giving of anything of value to any foreign official for purposes of: (i) influencing acts and decisions of such foreign official in her official capacity; (ii) inducing such foreign official to do and omit to do acts in violation of the lawful duty of such official; (iii) securing an improper advantage; and (iv) inducing such foreign official to use her influence with a foreign government and instrumentality thereof to affect and influence any acts and decisions of such government and instrumentality, in order to assist defendants GERALD GREEN, PATRICIA GREEN, and others known and unknown to the Grand Jury, in obtaining and retaining business for and with, and directing business to, the Green Businesses, namely, contracts and subcontracts for business with the TAT and the TPC LTD, an instrumentality of the TAT, as follows:

COUNT	DATE	CONTRACT	MEANS AND INSTRUMENTALITIES OF INTERSTATE AND INTERNATIONAL COMMERCE
TWO	10/23/03	BKKIFF	Wire transfer of \$12,500 from FFM's bank account at Bank of America in West Hollywood, California, to the Daughter's bank account at HSBC Bank PLC in the United Kingdom
THREE	11/14/03	TPC LTD	Wire transfer of \$73,784 from SASO's bank account at Bank of America in West Hollywood, California, to the Daughter's bank account at HSBC Bank PLC in the United Kingdom
FOUR	11/17/03	TPC LTD Book	Wire transfer of \$17,000 from Flying Pen's bank account at U.S. Bank in Beverly Hills, California, to the Daughter's bank account at HSBC Bank PLC in the United Kingdom
FIVE	10/22/04	BKKIFF	Wire transfer of \$28,000 from FFM's bank account at Bank of America in West Hollywood, California, to the Daughter's bank account at HSBC Bank International Limited in the Isle of Jersey
SIX	10/26/04	Public Relations	Wire transfer of \$13,000 from SASO's bank account at Bank of America in West Hollywood, California, to the Daughter's bank account at HSBC Bank International Limited in the Isle of Jersey
SEVEN	2/24/05	BKKIFF	Wire transfer of \$100,000 from FOF's bank account at Wells Fargo Bank in West Hollywood, California, to the Daughter's HSBC Bank International Limited bank account in the Isle of Jersey
EIGHT	3/11/05	BKKIFF	Wire transfer of \$100,000 from FOF's bank account at Wells Fargo Bank in West Hollywood, California, to the Friend's bank account at Citibank in Singapore

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NINE 1/19/06 BKKIFF

TEN 3/13/06 Website

Wire transfer of \$78,000 from IFC's bank account at Wells Fargo Bank in West Hollywood, California, to the Daughter's bank account at Standard Chartered Bank in Singapore

Wire transfer of \$52,876 from FOF's bank account at Wells Fargo Bank in West Hollywood, California, to the Daughter's bank account at Citibank in Singapore

COUNTS ELEVEN THROUGH SEVENTEEN

[18 U.S.C. § 1956(a)(2)(A); 18 U.S.C. § 2]

27. On or about the following dates, in Los Angeles County, within the Central District of California, and elsewhere, defendants GERALD GREEN and PATRICIA GREEN knowingly transported, transmitted, and transferred, and willfully caused others to transport, transmit, and transfer, the following monetary instruments and funds from a place in the United States, namely, Los Angeles County, to the following places outside the United States, intending that each of the transactions, in whole and in part, promote the carrying on of a specified unlawful activity, that is, bribery of a foreign official, a felony violation of the Foreign Corrupt Practices Act:

<u>COUNT</u>	<u>DATE</u>	<u>FOREIGN PLACE</u>	<u>FINANCIAL TRANSACTION</u>
ELEVEN	10/23/03	United Kingdom	Wire transfer of \$12,500 from FFM's bank account at Bank of America in West Hollywood, California, to the Daughter's bank account at HSBC Bank PLC
TWELVE	11/14/03	United Kingdom	Wire transfer of \$73,784 from SASO's bank account at Bank of America in West Hollywood, California, to the Daughter's bank account at HSBC Bank PLC
THIRTEEN	11/17/03	United Kingdom	Wire transfer of \$17,000 from Flying Pen's bank account at U.S. Bank in Beverly Hills, California, to the Daughter's bank account at HSBC Bank PLC

1 FOURTEEN 10/26/04 Isle of Jersey Wire transfer of \$13,000
2 from SASO's bank account at
3 Bank of America in West
4 Hollywood, California, to
5 the Daughter's bank account
6 at HSBC Bank International
7 Limited
8
9 FIFTEEN 3/11/05 Singapore Wire transfer of \$100,000
10 from FOF's bank account at
11 Wells Fargo Bank in West
12 Hollywood, California, to
13 the Friend's bank account at
14 Citibank
15
16 SIXTEEN 1/18/06 Isle of Jersey Wire transfer of \$40,000
17 from FFM's bank account at
18 Bank of America in West
19 Hollywood, California, to
20 the Daughter's bank account
21 at HSBC Bank International
22 Limited
23
24 SEVENTEEN 3/13/06 Singapore Wire transfer of \$52,876
25 from FOF's bank account at
26 Wells Fargo Bank in West
27 Hollywood, California, to
28 the Daughter's bank account
at Citibank

COUNT EIGHTEEN

[18 U.S.C. § 1957(a); 18 U.S.C. § 2]

28. On or about April 1, 2005, in Los Angeles County, within the Central District of California, and elsewhere, defendants GERALD GREEN and PATRICIA GREEN, knowing that the funds involved represented the proceeds of some form of unlawful activity, conducted and willfully caused others to conduct the following monetary transaction in criminally derived property of a value greater than \$10,000, which property, in fact, was derived from a specified unlawful activity, namely, bribery of a foreign official, a felony violation of the Foreign Corrupt Practices Act: Wire transfer in the amount of \$19,800 from the Bank of America account of SASO Entertainment in West Hollywood, California to the Siam Commercial Bank account of "ConsultAsia" in Thailand.

COUNT NINETEEN

[18 U.S.C. § 1519; 18 U.S.C. § 2]

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3 29. In or about August 2007, in Los Angeles County, within
4 the Central District of California, and elsewhere, defendant
5 GERALD GREEN, knowingly and with the intent to impede, obstruct,
6 and influence an investigation of a matter and case within the
7 jurisdiction of the Federal Bureau of Investigation ("FBI"),
8 altered, falsified, and made false entries in, and caused others
9 to alter, falsify, and make false entries in, records and
10 documents. Specifically, believing that bribe payments made in
11 connection with Thai government contracts were under
12 investigation by the FBI, defendant GERALD GREEN altered and
13 falsified film production budgets to make them appear as though
14 they were created in 2006 in an effort to characterize bribe
15 payments as bona fide film production expenses when, in truth and
16 in fact, as defendant GERALD GREEN then well knew, the film
17 production budgets were not created in 2006.

COUNT TWENTY

[26 U.S.C. § 7206(1)]

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3 30. On or about June 15, 2005, in Los Angeles County,
4 within the Central District of California, and elsewhere,
5 defendant PATRICIA GREEN did willfully make and subscribe a U.S.
6 Income Tax Return, Form 1120, for SASO Entertainment ("SASO"),
7 for the tax year 2004, which was verified by a written
8 declaration that it was made under the penalties of perjury and
9 that was filed with the Internal Revenue Service on or about June
10 20, 2005, which return defendant PATRICIA GREEN did not believe
11 to be true and correct as to every material matter, in that said
12 return claimed SASO paid \$303,074 in "commissions" deductible
13 from SASO's gross income as costs of goods sold, whereas, as
14 defendant PATRICIA GREEN then well knew, that figure was a false
15 and overstated amount including bribes to a foreign official for
16 obtaining and retaining business with SASO that were not
17 commissions or costs of goods sold.

COUNT TWENTY ONE

[26 U.S.C. § 7206(1)]

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3 31. On or about March 15, 2006, in Los Angeles County,
4 within the Central District of California, and elsewhere,
5 defendant PATRICIA GREEN, while purporting to be "Eli Boyer," the
6 President of Film Festival Management, Inc. ("FFM"), did
7 willfully make and subscribe a U.S. Income Tax Return, Form 1120,
8 for FFM, for tax year 2004, which was verified by a written
9 declaration that it was made under the penalties of perjury and
10 that was filed with the Internal Revenue Service on or about
11 March 22, 2006, which return defendant PATRICIA GREEN did not
12 believe to be true and correct as to every material matter, in
13 that said return claimed FFM paid \$140,503 in "commissions"
14 deductible from FFM's gross income as costs of goods sold and
15 that Eli Boyer was the 100% owner of FFM, whereas, as defendant
16 PATRICIA GREEN then well knew, the "commissions" figure was a
17 false and overstated amount including bribes to a foreign
18 official for obtaining and retaining business with FFM that were
19 not commissions or costs of goods sold, and defendants PATRICIA
20 GREEN and GERALD GREEN, rather than Eli Boyer, were the owners of
21 FFM.
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COUNT TWENTY TWO

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

32. The Grand Jury hereby incorporates by reference and realleges Counts One through Ten of this Indictment, as though fully set forth herein 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.

33. 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, each of defendants GERALD GREEN and PATRICIA GREEN, if convicted of any of the offenses charged in Counts One through Ten of this Indictment, shall forfeit to the United States the following property:

- a. All right, title, and interest in any and all property, real or personal, which constitutes or is derived from proceeds traceable to such offenses including, but not limited to the residence located at 9019 Lloyd Place, West Hollywood, California 90069; 2001 BMW 740I, California license plate 4SVJ686, Vehicle Identification Number (VIN) WBAGG83441DN86460; and assets held in, or benefits paid from, the Artist Design Corp. dba Creative Ignition Defined Benefit Pension Plan (95-4870059).

1 b. A sum of money equal to the total amount of
2 proceeds derived from each such offense for which
3 defendants GERALD GREEN and PATRICIA GREEN are
4 convicted, for which defendants are jointly and
5 severally liable.

6 34. Pursuant to Title 21, United States Code, Section
7 853(p), as incorporated by Title 28, United States Code, Section
8 2461(c), each of defendants GERALD GREEN and PATRICIA GREEN, if
9 so convicted, shall forfeit substitute property, up to the total
10 value of the property described in paragraph 33, if, by any act
11 or omission of the defendant(s), the property described in
12 paragraph 33, or any portion thereof, (a) cannot be located upon
13 the exercise of due diligence; (b) has been transferred or sold
14 to, or deposited with, a third party; (c) has been placed beyond

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1 the jurisdiction of the court; (d) has been substantially
2 diminished in value; or (e) has been commingled with other
3 property that cannot be divided without difficulty.

4 A TRUE BILL

5
6 Foreperson *15/*

7 THOMAS P. O'BRIEN
8 United States Attorney

9 *Christine C. Ewell*

10 CHRISTINE C. EWELL
11 Assistant United States Attorney
12 Chief, Criminal Division

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28 Fraud Section, Criminal Division
U.S. Department of Justice