

IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION

UNITED STATES OF AMERICA,)
)
 Plaintiff,) No. 01-00190-01/02-CR-W-1
)
 v.) COUNT ONE:
) 18 U.S.C. § 371
) NMT 5 years and \$250,000
 ROBERT RICHARD KING,) Class D Felony
 [DOB: ██████████]) NMT 3 years supervised release
)
 and) COUNTS TWO THROUGH EIGHT:
) 15 U.S.C. § 78dd-2(a) and
 PABLO BARQUERO HERNANDEZ,) 18 U.S.C. § 2
 [DOB: ██████████]) NMT 5 years and \$250,000
) Class D Felony
 Defendants.) NMT 3 Years supervised release
)
) COUNTS NINE THROUGH TEN:
) 18 U.S.C. §§ 1952 and 2
) NMT 5 years and \$250,000
) Class D Felony
) NMT 3 years supervised release
)
) \$100 special assessment on each
) count.
)
) Restitution may be ordered.
)
)
)
)
)
)
)
)

I N D I C T M E N T

COUNT ONE

CONSPIRACY (18 U.S.C. § 371)

GENERAL ALLEGATIONS

The Individuals

1. At all times material to this Indictment:

a. Defendant ROBERT RICHARD KING was a citizen of the United States and, as such, was a "domestic concern" as that term is defined in 15 U.S.C. § 78dd-2(h)(1)(A). In addition, KING owned shares in Owl Securities & Investments, Limited ("OSI"), and, as such, was a stockholder acting on behalf of OSI, a "domestic concern" within the meaning of 15 U.S.C. § 78dd-2(h)(1)(B).

b. Defendant PABLO BARQUERO HERNANDEZ ("BARQUERO") was a national of the Republic of Costa Rica and was an agent of OSI, a "domestic concern" within the meaning of 15 U.S.C. § 78dd-2(h)(1)(B).

c. Stephen Kingsley, now deceased, was a citizen of the United Kingdom residing in Kansas City, Missouri, and was President, Chief Executive Officer, and a stockholder of OSI. As such, Kingsley was an officer, director, and employee of OSI and a stockholder acting on behalf of OSI, a "domestic concern" within the meaning of 15 U.S.C. § 78dd-2(h)(1)(B).

d. Albert Reitz was a citizen of the United States and was an officer, employee, agent, and stockholder of OSI. As such, Reitz was a "domestic concern" as that term is defined in 15 U.S.C. § 78dd-2(h)(1)(A) and an officer and employee of OSI

and a stockholder acting on behalf of OSI, a "domestic concern" within the meaning of 15 U.S.C. § 78dd-2(h)(1)(B).

e. Richard Halford was a citizen of the United States and, as such, was a "domestic concern" as that term is defined in 15 U.S.C. § 78dd-2(h)(1)(A). Further, from in or about March 1997 through in or about September 1999, Halford was the Chief Financial Officer of OSI and since 1997 has owned stock in OSI and sought investors for OSI. As such, Halford was an officer, employee, and agent of OSI and a stockholder acting on behalf of OSI, a "domestic concern" within the meaning of 15 U.S.C. § 78dd-2(h)(1)(B).

The Corporate Entities

2. At all times material to this Indictment:

a. Owl Securities and Investments, Limited, was a business incorporated under the laws of the State of Nevada and having its principal place of business in Kansas City, Missouri. OSI is a "domestic concern" within the meaning of 15 U.S.C. § 78dd-2(h)(1)(B).

b. OSI Gibraltar was a business incorporated under the laws of Gibraltar and having its principal place of business in Kansas City, Missouri. OSI Gibraltar did no business in Gibraltar and merely maintained an agent whose job it was to refer all inquiries to OSI.

c. OSI Proyectos was a business incorporated under the laws of Costa Rica and having its principal place of business in San Jose, Costa Rica. OSI Proyectos is a wholly-owned subsidiary of OSI Gibraltar. All significant decisions and expenditures incurred by OSI Proyectos were authorized by OSI and OSI Gibraltar in Kansas City, Missouri.

The Costa Rican Project

3. At all times relevant to this Indictment, OSI and the defendants were raising funds to develop a mixed-use facility known as the "Costa Rican Project." The Costa Rican Project encompassed the construction, development, and operation of new port facilities on the Carribean coast of Costa Rica, as well as an international airport, a beach-front resort, a marina, residential estates, a quarry, a salvage operation, and a dry canal linking the new port to a port on the Pacific coast of Costa Rica.

THE CONSPIRACY

4. From in or about Fall 1997 to in or about October 2000, in the Western District of Missouri and elsewhere, defendants

ROBERT RICHARD KING

and

PABLO BARQUERO HERNANDEZ

together with Stephen Kingsley, Albert Reitz, Richard Halford, and others known and unknown to the Grand Jury, did conspire,

confederate, and agree with each other to commit offenses against the United States, to wit:

a. being "domestic concerns" and agents and stockholders acting on behalf of a "domestic concern", to wit, Owl Securities and Investments, Limited, to use the mails and means and instrumentalities of interstate commerce corruptly in furtherance of an offer, payment, promise to pay, and the authorization of the payment of money, to

(i) foreign officials, foreign political parties, foreign political party officials, and candidates for foreign political office, and

(ii) other persons while knowing that all or a portion of such money would be offered, given and promised, directly and indirectly to foreign officials, foreign political parties, foreign political party officials, and candidates for foreign political office, for purposes of influencing acts and decisions of such foreign officials, foreign political parties, foreign political party officials, and candidates for foreign political office; inducing foreign officials, foreign political parties, foreign political party officials, and candidates for foreign political office to do and omit to do acts in violation of their lawful duty; and inducing foreign officials, foreign political parties, foreign political party officials, and candidates for foreign political office to use their influence

with a foreign government and instrumentality thereof to affect and influence acts and decisions of such government and instrumentality, in order to assist OSI and other "domestic concerns" in obtaining and retaining business for, and directing business to OSI and OSI Proyectos, in violation of the Foreign Corrupt Practices Act, Title 15, United States Code, Section 78dd-2(a); and

b. to travel and cause others to travel in interstate and foreign commerce and to use facilities in interstate and foreign commerce with intent to promote, manage, establish, carry on, and facilitate the promotion, management, establishment, and carrying on of an unlawful activity, namely, bribery in violation of the laws of the State of Missouri, specifically, Missouri Annotated Statutes § 570.150, and thereafter to perform and attempt to perform such promotion, management, establishment, carrying on and facilitation of the promotion, management, establishment and carrying on of such unlawful activity, in violation of the Travel Act, Title 18, United States Code, Section 1952(a)(3)(A).

PURPOSE OF THE CONSPIRACY

5. The purpose of the conspiracy was to secretly pay money to foreign officials, political parties, party officials, and candidates for public office in Costa Rica to obtain from the

Government of the Republic of Costa Rica a land concession to develop the Costa Rican Project.

MANNER AND MEANS OF THE CONSPIRACY

6. It was part of the conspiracy that defendants KING and BARQUERO and other co-conspirators would regularly meet and communicate through telephone calls, facsimiles, and electronic mail to discuss strategies for raising funds and for obtaining the concession for the Costa Rican Project through bribery and other illicit payments.

7. It was part of the conspiracy that defendants KING and BARQUERO and other co-conspirators would solicit investors in the United States for the Costa Rican Project, or would refer potential investors to other co-conspirators, and would represent to such investors that a portion of the invested funds would be used to cultivate "friends" in the Costa Rican government and political parties to ensure that a land concession would be awarded to OSI Proyectos.

8. It was further a part of the conspiracy that defendants KING and BARQUERO and other co-conspirators, acting on their own behalf and as agents of OSI, would agree to pay and authorized payments to Costa Rican officials, political parties, party officials, and candidates for public office to induce them to use their influence to assist in obtaining a land concession for OSI Proyectos.

9. It was further a part of the conspiracy that defendants KING and BARQUERO and other co-conspirators agreed to make a payment, divided between the ruling and opposition political parties in Costa Rica, contingent upon the land concession being granted to OSI Proyectos.

10. It was further a part of the conspiracy that the co-conspirators agreed to funnel the money for the payments to the Costa Rican officials, political parties, party officials, and candidates for public office through offshore corporations and bank accounts to conceal its origin in the United States.

11. It was further a part of the conspiracy that defendant KING and other co-conspirators agreed to transfer funds to defendant BARQUERO in Costa Rica and elsewhere, knowing that these funds would be used to make payments, directly and through others retained by OSI Proyectos, to Costa Rican officials, political parties, party officials, and candidates for public office in the guise of campaign contributions and consulting fees in exchange for their exercising their influence in support of the Costa Rican Project.

12. It was further a part of the conspiracy for defendants KING and BARQUERO and other co-conspirators to refer to the payments to the Costa Rican officials, political parties, party officials, and candidates for public office by using codewords

such as "political support money," "consulting fees," "tolls," "kiss money," and "closing costs."

OVERT ACTS

13. In furtherance of the conspiracy, defendants KING and BARQUERO, together with Kingsley, Reitz, and Halford, and others known and unknown to the Grand Jury, committed and caused to be committed the following overt acts in the Western District of Missouri and elsewhere:

a. In or about 1997, BARQUERO traveled from Costa Rica to Kansas City, Missouri, and met with Kingsley, Reitz, and others to discuss the Costa Rican Project.

b. On or about the January 12, 1998, OSI Proyectos obtained from the government of Costa Rica a letter stating its agreement to negotiate a definitive agreement upon the completion of certain studies.

c. On or about August 10, 1999, in Kansas City, Missouri, KING sent a facsimile transmission from Kansas City, Missouri to Carmel, Indiana, to a potential investor seeking a loan of \$20,000,000, of which \$1,000,000 was allocated for "Reserve for Kiss."

d. On or about August 13, 1999, BARQUERO sent a facsimile transmission from Costa Rica to Kingsley in Kansas City, Missouri, stating that two congressmen who were "friends" of OSI had requested that OSI fund a commission to study new

legislation to support the Costa Rican project. BARQUERO noted that, with respect to two members of the proposed commission, one of whom was a former government official, "I would say we have good control upon both."

e. On or about September 24, 1999, in Overland Park, Kansas, Kingsley told a person whom he believed was acting as an intermediary for a potential investor that OSI Proyectos is a "clean company" because "all of the sneaky stuff we did, like paying political stuff, came from up here." In addition, he stated that he consulted with BARQUERO as to who needed to be "paid off" and then provided BARQUERO with funds. Kingsley also stated that OSI would make a final payment of \$1,000,000 on a "no cure, no pay basis", *i.e.*, that it would make the payment only if the land concession was granted.

f. On or about October 12, 1999, Kingsley told a person whom he believed was acting as an intermediary for a potential investor that OSI had agreed to pay \$750,000 to the ruling political party and \$250,000 to the opposition party (because one day it would be in power) but those payments would not take place until OSI got the concession.

g. On or about October 21, 1999, Kingsley told an investor that consulting contracts with the lawyers, politicians, and lobbyists were "off the balance sheet." In addition, he explained that up to 10% of OSI Proyectos would be given to "the

politicians, the two political parties, and the congressmen" as well as a "closing fee" of \$1,100,000 as a "payoff" after the land concession was granted.

h. On or about December 6, 1999, BARQUERO sent a facsimile transmission from Costa Rica to Kingsley in Kansas City, Missouri, enclosing a budget for "Costa Rica operations" and stating, "Besides all costs involved, it includes the political toll for the concessions and contributions for both p.p.'s [political parties]; next year the political arena will see the opening of the campaign for 2002 elections." The enclosed budget included a line item for "fees" of \$1,027,500 which were designated as "fees: includes toll & contributions (congress commissions, lobbying & contributions to both parties)."

i. On or about February 28, 2000, BARQUERO sent a facsimile transmission from Costa Rica to Kingsley in Kansas City, Missouri, enclosing a revised budget for "Costa Rica operations" and stating, "Besides all costs involved, it includes the political toll for the concessions and contributions for both p.p.'s [political parties]; it also includes the pretended aerial operations." The enclosed budget included a line item for "fees" of \$1,027,500 which were designated as "fees: includes toll & contributions (congress commissions, lobbying & contributions to both political parties)."

j. On or about May 2, 2000, BARQUERO sent a facsimile from Costa Rica to Kansas City, Missouri, discussing the need to regain credibility with the Costa Rican authorities. BARQUERO specifically cited the need to make payments:

Toll Allocation

Even if money is important, it is not the main issue. This is looked at as a compromise, a gentlemen's agreement, and everyone involved is sure that once all parties back the project, the compromise will be fulfilled accordingly.

Next year is a political year. Next elections will take place in Feb. 2002. Campaigns are money-consuming processes and politicians will be looking for contributions that will, somehow be repaid as favors. An advance of the toll will have to take place early next year. And we will also have to consider contributions to the current opposition Party, who accordingly with recent polls will very probably be the next term ruling political force.

* * *

The concession becomes not only a political support issue, but also a timely matter. If we are able to perform before the current political term is over, we will get the concession utilizing our current friends. Otherwise we will have to start the convincing process again with the newcomers.

Toll will then have to be allocated accordingly in direction and time for it to be effective.

k. On or about May 8, 2000, Halford sent an electronic mail message from Overland Park, Kansas, to BARQUERO

in Costa Rica to discuss funding the Costa Rica Project and stating:

Also for the first time, you have used the words toll allocation. Is this a new term for the politicians? What are the dollar amounts in this area? Does this cover all of the people in both parties? If possible we would like some specifics as to whom we are talking about. We originally budgeted \$1,000,000 for this purpose. We would like a breakdown on these amounts. If this is the case, we would like an agreement that these monies would be escrowed subject to the granting of the concession agreement.

1. On or about May 9, 2000, BARQUERO sent an electronic mail message from Costa Rica to Halford in Overland Park, Kansas, replying to his May 8 message and stating:

Toll allocation. Just a matter of semantics. We must understand political leverage and support to full commitment from politicians. Budget is fine; we can keep the same number. A breakdown of this and an agreement are not a possibility at this point in time. All agreements in this respect are an issue of trust. One thing that is clear is that nobody will receive a nut before completion of the granting of the concession.

m. On or about May 10, 2000, Reitz and Kingsley, a former co-conspirator, caused an electronic mail message to be sent from Overland Park, Kansas, to BARQUERO in Costa Rica, to be forwarded to an influential Costa Rican politician, asking, among other things, the following questions:

1. Can the proposed toll be escrowed subject to the completion of the final "Concession Agreement"? If so, what banking arrangements be

[sic] required and where would the escrowed funds be held?

2. What is the toll amount needed and who would be the recipients of it?

n. On or about May 10, 2000, BARQUERO sent an electronic mail message from Costa Rica to Overland Park, Kansas, responding to Kingsley and Reitz's message. In this message, BARQUERO stated he had consulted with the Costa Rican politician and stated further:

1. Can the proposed toll be escrowed subject to the completion of the final "Concession Agreement"? R/ Yes indeed. No monies have to be allocated before a result is visible.

If so, what banking arrangements be [sic] required and where would the escrowed funds be held? R/ Regular transfer of funds to our account in Miami so we can show availability of funds.

2. What is the toll amount needed and who would be the recipients of it? R/ We can fix it in one million as previously discussed. I would not mention names in written. [sic] We can imply it is highest ranking politicians.

o. On or about May 18, 2000, BARQUERO sent an electronic mail message from Costa Rica to Halford in Overland Park, Kansas, containing the names of Costa Rican officials and others who had been paid by OSI Proyectos for the co-conspirators to use to persuade investors to provide the funds for additional

payments to obtain the land concession for the Costa Rican Project.

p. On or about May 25, 2000, in Overland Park, Kansas, Halford drafted for distribution to potential investors in Michigan a "Proposal for a [sic] investment in Owl Securities & Investments" that stated that a requirement for obtaining the concession prior to the required studies being completed was "[t]he posting of the required closing costs estimated at \$1,000,000." The proposal stated that "[t]his amount would be escrowed and not released until the concession agreement was granted."

q. On or about May 26, 2000, in Kansas City, Missouri, KING sent a memorandum to a potential investor in Salt Lake City, Utah, reporting:

. . . After the surveys were complete we agreed to give a contribution, (read "closing Costs"), to the party in power of \$1M and at the same time receive our rights to the fifty square miles of land. . . .

The new agreement is as follows. (1) We will put \$1M, or a letter of credit, into an escrow account. (2) We will then be given control of the land and (3) **THEN** we complete the surveys. Only after the land is ours do we give up any money. I have fought for this for years and it now looks like I have what to me only makes sense. . . .

r. On or about June 1, 2000, in Kansas City, Missouri, KING sent a facsimile to Kingsley, a former co-conspirator, in Overland Park, Kansas, which contained a draft

statement to be provided to investors and financial institutions as part of an application for a letter of credit to fund the payment to Costa Rican officials. In the statement, KING disguised the payments to the Costa Rican officials as "closing costs," stating:

[OSI] will be allowed to gain control of the land before we do the surveys. . . . Now the main requirement is that certain closing costs must be in place in escrow prior to our receiving control of the land. This requirement is a very acceptable part of receiving 50 square miles of land on the Caribbean beach in Costa Rica.

s. On or about June 5, 2000, in Kansas City, Missouri, KING sent by facsimile transmission a letter to a potential investor in Salt Lake City, Utah, setting forth the necessary steps to obtain the concession, including "pay the 'closing cost'."

t. On or about June 23, 2000, in Kansas City, Missouri, Halford delivered to KING a copy of his "Proposal for a [sic] investment in Owl Securities & Investments" together with copies of his and Reitz's correspondence with BARQUERO concerning the "tolls."

u. On or about June 28, 2000, in Kansas City, Missouri, KING met with Halford and Kingsley, a former co-conspirator, to discuss various options for financing the "closing costs." During this meeting, KING stated that he had discussed with BARQUERO raising the "closing fee" to \$1,500,000

to cover "future problems," i.e., to pay the opposition party in case it took power in the future. He stated:

I'd like to think we could pay the top people enough that the rest of the people won't bother us any. That's what I'm hoping this million and a half dollars does. I'm hoping it pays enough top people.

v. In or about June 2000, in Kansas City, Missouri, KING drafted a letter to a potential investor whom he had solicited to fund the Costa Rican Project, stating:

As of yesterday, the only difference is we now will be allowed to do the surveys after we get the land, and the "closing costs" will be put into escrow up front, (by way of an LOC [letter of credit] if we wish). I am going to insist that we do not release the "closing costs" until the surveys are also done. This will guarantee that we do not encounter any surprises during the surveys. We will then have the land and have the surveys completed and our "closing costs" can then come from the funding of the loan leaving our LOC untouched.

w. On or about July 11, 2000, while in Costa Rica, BARQUERO discussed the funding of the Costa Rican Project with a potential investor in Denver, Colorado.

x. On or about July 12, 2000, Halford telephoned from Overland Park, Kansas to Denver, Colorado to discuss the "closing costs" with the potential investor referred to OSI by BARQUERO.

y. On or about July 19, 2000, in Kansas City, Missouri, KING negotiated an agreement with Kingsley, a former

co-conspirator, that KING would receive a stock option to purchase additional shares in OSI. This agreement provided:

This option is exercised anytime RRK+ [KING] requests it after he has put required funds of closing cost into escrow. If closing costs should exceed \$1M, RRK+ will be issued additional stock . . .

z. On or about August 4, 2000, Halford sent a letter from Overland Park, Kansas to the potential investor in Denver, Colorado, identified by BARQUERO stating that the investor's funds would be placed in an escrow account to cover "anticipated closing costs."

aa. On or about August 4, 2000, during a telephone conversation between Costa Rica and Overland Park, Kansas, BARQUERO proposed to Kingsley, a former co-conspirator, that OSI create a new company and open a new bank account either in Panama or in the United States through which the payments to the Costa Rican officials could be made without them being traced back to OSI or OSI Proyectos.

bb. On or about August 9, 2000, during a telephone call between Costa Rica and Overland Park, Kansas, BARQUERO provided further details concerning his plan to open a bank account in Panama through which the payments to the Costa Rican officials could be made.

cc. On or about August 15, 2000, during a telephone call between Costa Rica and Overland Park, Kansas, BARQUERO

discussed how the "toll" would be disbursed to and divided among public officials in Costa Rica.

dd. On or about August 16, 2000, in response to a request for the names of the politicians who had received payments in the past from OSI and OSI Proyectos, BARQUERO sent an electronic mail message from Costa Rica to Halford in Overland Park, Kansas, containing the names of "politicians and friends of ours who would back the project with their support."

ee. On or about August 17, 2000, in Kansas City, Missouri, KING, Reitz, Halford, and Kingsley, a former co-conspirator, met to discuss the Costa Rican Project and to confirm that each agreed that OSI would pay a "closing fee" or "toll" to the Costa Rican politicians. BARQUERO joined this meeting by telephone from Costa Rica.

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

COUNTS TWO - EIGHT

FOREIGN CORRUPT PRACTICES ACT (15 U.S.C. §78dd-2(a))

14. The Grand Jury incorporates by reference the allegations set forth in paragraphs 1-3 above and further charges that:

15. On or about the dates set forth below, in the Western District of Missouri and elsewhere, defendants herein,

ROBERT RICHARD KING

a "domestic concern" and a stockholder acting on behalf of a "domestic concern," to wit, Owl Securities and Investments, Limited, and

PABLO BARQUERO HERNANDEZ

an agent of a "domestic concern," did use and cause to be used instrumentalities of interstate commerce, as set forth below, corruptly in furtherance of an offer, payment, promise to pay and authorization of the payment of money to:

(i) foreign officials, foreign political parties, foreign political party officials, and candidates for foreign political office, and

(ii) other persons while knowing that all or a portion of such money would be offered, given and promised, directly and indirectly to foreign officials, foreign political parties, foreign political party officials, and candidates for foreign political office,

for purposes of influencing acts and decisions of such foreign officials, foreign political parties, foreign political party officials, and candidates for foreign political office; inducing foreign officials, foreign political parties, foreign political party officials, and candidates for foreign political office to do and omit to do acts in violation of their lawful duty; and inducing foreign officials, foreign political parties, foreign political party officials, and candidates for foreign political office to use their influence with a foreign government thereof to affect and influence acts and decisions of such government in order to assist OSI and other "domestic concerns" in obtaining and retaining business for, and directing business to OSI and OSI Proyectos.

<u>COUNT</u>	<u>DATE</u>	<u>INSTRUMENTALITY OF INTERSTATE AND FOREIGN COMMERCE</u>
2	12/6/1999	facsimile transmission from Costa Rica to Kansas City, Missouri
3	2/6/2000	facsimile transmission from Costa Rica to Kansas City, Missouri
4	5/2/2000	facsimile transmission from Costa Rica to Kansas City, Missouri
5	5/26/2000	facsimile transmission from Kansas City, Missouri, to Salt Lake City, Utah
6	6/1/2000	facsimile transmission from Kansas City, Missouri, to Overland Park, Kansas
7	6/5/2000	facsimile transmission from Kansas City, Missouri to Salt Lake City, Utah

8 8/17/2000 telephone call between Costa Rica and
 Kansas City, Missouri

All in violation of Title 15, United States Code, Section 78dd-
2(a) and Title 18, United States Code, Section 2.

COUNTS NINE - TEN

USE OF FACILITY IN INTERSTATE AND FOREIGN
COMMERCE IN AID OF RACKETEERING
(18 U.S.C. §1952)

16. The Grand Jury incorporates by reference the allegations set forth in paragraphs 1-3 above and further charges that:

17. On or about the following dates, in the Western District of Missouri and elsewhere, defendants herein,

ROBERT RICHARD KING

and

PABLO BARQUERO HERNANDEZ,

with others known and unknown to the Grand Jury, did use and cause to be used a facility in interstate and foreign commerce, as set forth below, with intent to promote, manage, establish, carry on, and facilitate the promotion, management, establishment and carrying on of an unlawful activity, namely, bribery in violation of the laws of the State of Missouri, specifically, Missouri Annotated Statutes § 570.150, and thereafter performed and attempted to perform such promotion, management, establishment, carrying on and facilitation of the promotion, management, establishment, and carrying on of the above unlawful activity:

<u>COUNT</u>	<u>DATE</u>	<u>FACILITY IN INTERSTATE OR FOREIGN COMMERCE</u>
9	6/5/2000	facsimile transmission from Kansas City, Missouri to Salt Lake City, Utah
10	8/17/2000	telephone call between Costa Rica and Kansas City, Missouri

All in violation of Title 18, United States Code, Sections
1952(a)(3)(A) and 2.

A TRUE BILL.

_____/s/
FOREPERSON

MARIETTA PARKER
UNITED STATES ATTORNEY

_____/s/
Linda Parker Marshall
Missouri Bar No. 24954
Assistant U.S. Attorney

_____/s/
Peter B. Clark
Member, New York and
District of Columbia Bars
Deputy Chief
Fraud Section, Criminal Div.
U.S. Department of Justice

_____/s/
Philip Urofsky
Virginia Bar No. 30634
Senior Trial Attorney
Fraud Section, Criminal Div.
U.S. Department of Justice

_____/s/
Randi Rothenberg
Member, New York State Bar
Trial Attorney
Fraud Section, Criminal Div.
U.S. Department of Justice

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May 3, 2002 (4:56pm)