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 11

12 UNITED STATES DISTRICT COURT

13 FOR THE CENTRAL DISTRICT OF CALIFORNIA.

|    |                           |   |                                |
|----|---------------------------|---|--------------------------------|
| 14 | UNITED STATES OF AMERICA, | ) | CR No. 08-59(B)-GW             |
|    |                           | ) |                                |
| 15 |                           | ) | GOVERNMENT'S TRIAL MEMORANDUM; |
|    | Plaintiff,                | ) | EXHIBIT                        |
| 16 |                           | ) |                                |
|    | v.                        | ) | Trial Date: 8/4/09             |
| 17 |                           | ) | Trial Time: 9:00 a.m.          |
|    |                           | ) |                                |
| 18 | GERALD GREEN and          | ) |                                |
|    | PATRICIA GREEN,           | ) |                                |
| 19 |                           | ) |                                |
|    | Defendants.               | ) |                                |
| 20 |                           | ) |                                |
|    |                           | ) |                                |
| 21 |                           | ) |                                |

22 The United States, by and through its counsel of record,  
 23 the United States Attorney for the Central District of  
 24 California, and the Fraud Section, United States Department of  
 25 Justice, Criminal Division, hereby submits its trial memorandum  
 26 in the above-captioned case.

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28

1 I. STATUS OF THE CASE

2 A. Trial is scheduled to commence on August 4, 2009, at  
3 9:00 a.m., before the Honorable George Wu, United States  
4 District Judge.

5 B. The government estimates that its case-in-chief will  
6 take approximately 13 days.

7 C. The government expects to call 25-30 witnesses in its  
8 case-in-chief, contingent on stipulations to admissibility and  
9 authenticity.

10 D. Trial by jury has not been waived.

11 E. The services of an interpreter will not be necessary;  
12 however, the government is arranging for translators to be  
13 available to translate documents from German and Thai to English  
14 in the event the parties do not stipulate to the necessary  
15 translations.

16 F. Defendants Patricia and Gerald Green are out on bond  
17 awaiting trial.

18 G. The Second Superseding Indictment ("SSI"), which was  
19 returned on March 11, 2009, charges 18 U.S.C. § 371: Conspiracy;  
20 15 U.S.C. § 78dd-2(a)(1), (g)(2)(A): Foreign Corrupt Practices  
21 Act; 18 U.S.C. § 1956(a)(2)(A): Transportation Promotion Money  
22 Laundering; 18 U.S.C. § 1957(a): Transaction Money Laundering;  
23 18 U.S.C. § 1519: Obstruction of Justice; 26 U.S.C. § 7206(1)  
24 False Subscription of a Tax Return; 18 U.S.C. § 2: Aiding and  
25 Abetting and Causing Acts To Be Done; 18 U.S.C. § 981(a)(1)(C),  
26 21 U.S.C. § 853, and 28 U.S.C. § 2461(c): Criminal Forfeiture.  
27 An unconfirmed copy of the SSI is attached to this memorandum as  
28 Exhibit 1.

1 **II. STATEMENT OF THE CHARGES**

2 Defendants, who are U.S. citizens and residents, and who  
3 owned and operated several entertainment and advertising-related  
4 businesses in Beverly Hills, California, engaged in a conspiracy  
5 to offer and make corrupt payments to a foreign official and to  
6 money launder, in connection with approximately \$1.8 million in  
7 payments between 2002 and 2006 to secure several lucrative Thai  
8 government contracts. The payments usually took place between  
9 defendants' businesses' Los Angeles-area bank accounts and  
10 overseas accounts in the name of the corrupt foreign official's  
11 daughter or friend.

12 After making bribe payments to the foreign official, which  
13 totaled a large proportion of their businesses' gross revenue,  
14 defendant Patricia Green falsely subscribed tax returns for  
15 those businesses that falsely described the payments as  
16 "commissions." Defendant Patricia Green also falsely stated on  
17 a tax return that a person other than defendants owned the  
18 company.

19 Following the search in this case of defendants' businesses  
20 pursuant to a federal warrant, defendant Gerald Green understood  
21 that the investigation regarded the payments for the foreign  
22 official, and soon engaged in an obstruction of justice to  
23 explain or substantiate the corrupt payments by reference to  
24 other projects he had pursued in Thailand. As part of this  
25 plan, defendant Gerald Green instructed subordinates to  
26 manufacture documents.

1 **III. SUMMARY OF THE EVIDENCE**

2 The government expects to prove the facts set forth below,  
3 among others, at trial.

4 **A. Conspiracy, Bribery, and International Transfers of**  
5 **Funds To Promote Bribery**

6 Defendants Gerald and Patricia Green routinely agreed to,  
7 and arranged, payments from a group of Beverly Hills businesses,  
8 which they owned and controlled,<sup>1</sup> for the benefit of Juthamas  
9 Siriwan ("Juthamas"), the Governor of the Tourism Authority of  
10 Thailand ("TAT"). The payments, which totaled approximately  
11 \$1.8 million over more than four years were in connection with  
12 Juthamas' award of, and support for, TAT and TAT-related  
13 contracts for promotion of tourism that resulted in  
14 approximately \$14 million in revenue to defendants' businesses.

15 The corrupt payments took place by transfers into the  
16 overseas bank accounts of Juthamas' daughter, Jittisopa Siriwan  
17 ("Jittisopa"), aka "Jib," Juthamas' friend, Kitti  
18 Chambundabongse ("Kitti"), and occasionally by cash delivery to  
19 Juthamas in person. Defendants owed Juthamas these corrupt  
20 payments as a variable percentage of revenue on TAT-related  
21 contracts and subcontracts including, but not limited to, the  
22 Bangkok International Film Festival ("BKKIFF"), the Thai

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23  
24 <sup>1</sup> Defendants' businesses included: Film Festival  
25 Management, Inc. ("FFM"); SASO Entertainment ("SASO"); Artist  
26 Design Corp. ("Artist Design"); International Fashion Consultant,  
27 Inc. ("IFC"); Flying Pen, Inc. ("Flying Pen"); and entities doing  
28 business as "Creative Ignition," "Ignition," and "International  
Festival Consultants." The "Green Businesses" also included  
Festival of Festivals ("FOF"), a business entity belonging to an  
associate of defendants, but in the name of which defendants did  
business and received and transferred funds.

1 Privilege Card, calendars, a book, a website, public relations  
2 consulting, a video, and a logo.

3 Defendant Gerald Green held the relationship with Juthamas  
4 and negotiated with her the budgets and other details of the  
5 various TAT contracts, including contracts where defendants'  
6 businesses took the role of "subcontractor" to other companies  
7 that formally held the contract with TAT. Defendants inflated  
8 the budgets of these budgets to allow for the payments to  
9 Juthamas, the official approving and promoting these same  
10 contracts.

11 Defendant Patricia Green, the wife and co-owner, was in  
12 charge of day-to-day operations of defendants' businesses and  
13 implemented defendant Gerald Green's plans to make the corrupt  
14 payments.

15 In planning and making the bribe payments for the benefit  
16 of Juthamas, defendants referred to them in discussions as  
17 "commission" payments. When defendant Gerald Green instructed  
18 that it was time to make a "commission" payment, defendant  
19 Patricia Green and another employee, Susan Shore ("Shore"),  
20 would look to see which of the businesses had the money  
21 available for any given payment. Defendant Patricia Green made  
22 all the 40 or more wire transfers and cashiers check  
23 transactions at the bank herself, and she planned and tracked  
24 these payments. These payments for Juthamas often followed  
25 promptly upon the receipt into the Green Businesses of TAT or  
26 TAT-related revenues.

27 Defendants' planning and budgeting for the corrupt payments  
28 for Juthamas was documented extensively in their handwritten

1 notes and memoranda, budget drafts, and internal documents  
2 prepared by defendants, Shore, and other employees and close  
3 associates. The actual payments for Juthamas themselves were  
4 reflected in the Green Businesses' bank records and other  
5 accounting records, as well as in handwritten notes and  
6 schedules tracking amounts paid and still owing.

7 Both defendants, as well as their co-conspirators Juthamas  
8 and Jittisopa, engaged in various patterns of deception to hide  
9 the bribery from others, including the Thai government and later  
10 the United States government. The conspirators hid the amount  
11 of business Juthamas was corruptly directing to defendants, and  
12 evaded Thai government fiscal controls meant to check Juthamas'  
13 authority to approve TAT payments by splitting up the  
14 performance of large contracts for the BKKIFF among different  
15 Green Businesses. Defendants gave the misleading appearance of  
16 there being separate and distinct businesses, among other  
17 things, by use of dummy addresses, telephone numbers, and  
18 nominee "directors" and "presidents" for use in communications  
19 with other TAT officials. In reality, all companies operated  
20 out of the same business offices with the same personnel.

21 To hide the extent of business Juthamas was corruptly  
22 directing to defendants, the conspirators also recruited  
23 different prime contractors of their choosing, and then arranged  
24 referral fees from the prime contractors to the Green Businesses  
25 -- part of which was to be paid over to Juthamas. The  
26 conspirators then attempted to keep secret from other Thai  
27 authorities defendants' subcontracting arrangement on the  
28 project. In still other cases, defendants and Juthamas arranged

1 for a third-party company to act as a mere pass-through billing  
2 conduit for funds intended for defendants' businesses.

3 Juthamas secretly controlled several overseas nominee bank  
4 accounts into which defendants transferred the bribes, located  
5 in the United Kingdom, the Isle of Jersey, and Singapore. From  
6 some of these accounts, defendants' money then flowed to  
7 accounts in Switzerland also held in Jittisopa's name but  
8 controlled by Juthamas.

9 Neither Jittisopa nor Kittti had done any work as employees  
10 or contractors of defendants' businesses on the TAT contracts  
11 that would explain why accounts in their names had received \$1.8  
12 million in defendants' funds, which they concealed on their  
13 income taxes.

14 Once Juthamas stepped down as Governor of the TAT in late  
15 2006, defendants stopped getting new TAT contracts and had  
16 difficulty collecting amounts they claimed to be owed for the  
17 2007 BKKIFF. Juthamas, acting as an "advisor" to the TAT,  
18 assisted in a plan to have TAT officials pay off defendants'  
19 claim through a phony third-party transaction with a Thai  
20 company that acted as a pass-through for funds going to  
21 defendants.

22 Defendants understood that their bribery of Juthamas was  
23 unlawful in a variety of ways. Defendants knew that, by  
24 agreeing to pay bribes amounting to a large percentage of the  
25 revenue from the contracts Juthamas negotiated and approved for  
26 the expenditure of public funds, defendants were assisting  
27 Juthamas in secretly taking state funds for her own purposes.  
28 As set forth above, defendants attempted to cover the bribery up

1 at the time of these contracts with secretive and fraudulent  
2 behavior. Defendants in some instances prepared sham invoices  
3 to explain the flow of money to them, part of which was flowing  
4 back to Juthamas. Defendants, through their review of  
5 contractual language relating to the FCPA and other documents,  
6 also had specific notice that payments to a Thai official in  
7 connection with a contract would be corrupt and unlawful.  
8 Defendant Patricia Green lied about the nature of these payments  
9 during an IRS audit of one of the tax returns they filed  
10 deducting the payments as "commissions." Finally, defendants  
11 immediately sought to cover up the payments after the  
12 government's investigation in this case became known to them, as  
13 discussed further below.

14 **B. Transfer of \$19,800 In Criminally-Derived Property**

15 Defendants' course of criminal conduct included reinvesting  
16 some of the proceeds from their illegally-obtained contracts  
17 into a Bangkok-based business venture called "Consultasia, Ltd."  
18 in which defendant Gerald Green was a partner. The funds for  
19 the 2004 wire transfer of \$19,800 charged in this case came from  
20 defendants' subcontract with a United States-based public  
21 relations firm, for whom defendants had corruptly obtained --  
22 through Juthamas -- a prime contract with TAT.

23 **C. False Subscription of Tax Returns**

24 Defendant Patricia Green participated in the preparation of  
25 corporate tax returns that took unlawful tax deductions for the  
26 bribes by calling them "commissions." In this manner,  
27 defendants reduced corporate tax liabilities, used tax-free  
28 income to pay the bribes to the Governor, obtained tax refunds,



1 and thus increased their profits from their businesses.

2 Two of the businesses owned and operated by defendants that  
3 made such payments were Film Festival Management, Inc. ("FFM")  
4 and SASO Entertainment ("SASO"). Defendant Patricia Green  
5 falsely subscribed SASO's federal income tax return for the tax  
6 year 2004 claiming that \$303,074 in "commissions" were  
7 deductible from SASO's gross income. In addition, defendant  
8 Patricia Green signed FFM's federal income tax return for the  
9 tax year 2004, which deducted \$140,503 in false "commission"  
10 claims. Defendant Patricia Green subscribed that return not by  
11 using her own name but forging the name "Eli Boyer." The return  
12 also falsely claimed that Eli Boyer was the sole owner of FFM.

13 From her familiarity with the inner workings of the Green  
14 Businesses, defendant Patricia Green understood that the  
15 payments for Juthamas were not for real "commissions," such as  
16 monies that are paid to third parties for obtaining business on  
17 behalf of their companies, but were instead amounts paid to the  
18 very same official awarding the contract. Despite this  
19 knowledge, defendant Patricia Green lied about the nature of the  
20 payments for Juthamas during a 2007 IRS audit of the income tax  
21 return SASO had filed for 2004, characterizing them as expenses  
22 in Thailand that SASO incurred for providing the services  
23 contracted for by the TAT.

#### 24 D. Obstruction of Justice

25 As set forth more fully in the government's application to  
26 the Court to make a crime/fraud exception determination, also  
27 filed today, defendant Gerald Green attempted to coordinate a  
28 false exculpatory story to explain the corrupt payments for

1 Juthamas. Grasping that the bribe payments for Juthamas were  
2 the reason for the FBI search of his business offices, defendant  
3 Gerald Green attempted to substantiate the payments by  
4 attributing them to work Jittisopa and Kittti had done on other,  
5 non-TAT projects that defendant Gerald Green had pursued in  
6 Thailand. Defendant Patricia Green assisted her husband in  
7 launching this plan. This obstructive plan soon resulted, among  
8 other things, in defendant Gerald Green's alteration of film  
9 budgets by requesting that they be re-dated to 2005 and 2006,  
10 which corresponded with the dates of payments for Juthamas.

#### 11 IV. PERTINENT LAW

##### 12 A. 18 U.S.C. § 371: Conspiracy

##### 13 1. Essential Elements

14 To prove a violation of 18 U.S.C. § 371, the following  
15 elements must be proved beyond a reasonable doubt:

16 First, beginning in or around 2002, and ending in or  
17 around 2007, there was an agreement between two or more  
18 persons to commit at least one crime as charged in the  
19 second superseding indictment; and

20 Second, the defendants became a member of the  
21 conspiracy knowing of at least one of its objects and  
22 intending to help accomplish it; and

23 Third, one of the members of the conspiracy performed  
24 at least one overt act for the purpose of carrying out the  
25 conspiracy, with all [jurors] agreeing on a particular  
26 overt act that you find was committed.

27 See Ninth Circuit Criminal Jury Instruction No. 8.16 (2003).

##### 28 2. Proof of Agreement

The essence of the crime of conspiracy is the agreement.  
United States v. Falcone, 311 U.S. 205, 210 (1940). The  
government need not prove direct contact between co-conspirators  
or the existence of a formal agreement. United States v. Boone,

1 951 F.2d 1526, 1543 (9th Cir. 1992). Instead, an agreement  
2 constituting a conspiracy may be inferred from the acts of the  
3 parties and other circumstantial evidence indicating concert of  
4 action for accomplishment of a common purpose. United States v.  
5 Becker, 720 F.2d 1033, 1035 (9th Cir. 1983); United States v.  
6 Penagos, 823 F.2d 346, 348 (9th Cir. 1987); United States v.  
7 Abushi, 682 F.2d 1289, 1293 (9th Cir. 1982).

8 There must be at least two persons involved in the  
9 conspiracy. Becker, 720 F.2d at 1035; United States v.  
10 Sangmeister, 685 F.2d 1124, 1126 (9th Cir. 1982). It makes no  
11 difference whether the other person is another defendant or even  
12 named in the indictment. Rogers v. United States, 340 U.S. 367,  
13 375 (1951) ("identity of the other members of the conspiracy is  
14 not needed, inasmuch as one person can be convicted of  
15 conspiring with persons whose names are unknown").

### 16 3. Knowledge

17 In order to establish a defendant's membership in a  
18 conspiracy, the government must prove that the defendant knew of  
19 the conspiracy and that he intended to join it and to accomplish  
20 the object of the conspiracy. See United States v. Esparza, 876  
21 F.2d 1390, 1392 (9th Cir. 1989). A defendant may become a  
22 member of a conspiracy without knowing all of the details of the  
23 unlawful scheme and without knowing all of the members.  
24 Blumenthal v. United States, 332 U.S. 539, 557 (1947). The  
25 government must show that the defendant knew of his connection  
26 to the charged conspiracy. United States v. Federico, 658 F.2d  
27 1337, 1344 (9th Cir. 1981), overruled on other grounds, United  
28 States v. De Bright, 730 F.2d 1255, 1259 (9th Cir. 1984) (en

1 banc); United States v. Smith, 609 F.2d 1294, 1299 (9th Cir.  
2 1979).

3 A defendant's knowledge of a conspiracy need not be proved  
4 by direct evidence; circumstantial evidence is sufficient.  
5 United States v. Hayes, 190 F.3d 939, 946 (9th Cir. 1999), aff'd  
6 en banc, 231 F.3d 663, 667 n.1 (9th Cir. 2000), cert. denied,  
7 121 S.Ct. 1388 (2001). Generally, this knowledge can be  
8 inferred from the defendant's own acts and statements. United  
9 States v. Martin, 920 F.2d 345, 348 (6th Cir. 1990).

#### 10 4. Participation in the Conspiracy

11 The government has the burden of proving beyond a  
12 reasonable doubt that a conspiracy did exist and that each  
13 defendant was a member of the conspiracy charged. United States  
14 v. Friedman, 593 F.2d 109, 115 (9th Cir. 1979); United States v.  
15 Peterson, 549 F.2d 654, 657 (9th Cir. 1977). The government  
16 need not prove that all the persons alleged to have been members  
17 of the conspiracy actually participated in the conspiracy.  
18 United States v. Reese, 775 F.2d 1066, 1071 (9th Cir. 1985).  
19 The general test is whether there was one overall agreement to  
20 perform various functions to achieve the objectives of the  
21 conspiracy. See United States v. Arbelaez, 719 F.2d 1453, 1457  
22 (9th Cir. 1983).

23 Once the existence of a conspiracy is shown, evidence  
24 establishing beyond a reasonable doubt a defendant's connection  
25 with the conspiracy -- even if the connection is slight -- is  
26 sufficient to convict him of knowing participation in the  
27 conspiracy. United States v. Boone, 951 F.2d 1526, 1543 (9th  
28 Cir. 1991); United States v. Stauffer, 922 F.2d 508, 514-15 (9th

1 Cir. 1990); United States v. Ramirez, 710 F.2d 535, 548 (9th  
2 Cir. 1983).

3 The government need not prove that each coconspirator knew  
4 the identities or roles of all other participants. The  
5 government must show that each defendant knew, or had reason to  
6 know, the scope of the criminal enterprise and that each  
7 defendant knew, or had reason to know, that the benefits to be  
8 derived from the operation were probably dependent upon the  
9 success of the entire venture. Abushi, 682 F.2d at 1293; United  
10 States v. Perry, 550 F.2d 524, 528-29 (9th 1977).

11 B. 15 U.S.C. § 78dd2(a): Bribery of a Foreign Official

12 1. Statutory Language

13 Section 78dd-2(a) of Title 15 of the United States Code  
14 (Foreign Corrupt Practices Act or "FCPA"), prohibits making use  
15 of the mails or any means or instrumentality of interstate  
16 commerce willfully and corruptly in furtherance of a payment -  
17 or offer, promise or authorization of payment - or offer, gift,  
18 promise to give, authorization of the giving of anything of  
19 value - to any foreign official for the purpose of:

20 (A) (i) influencing any act or decision of  
21 such foreign official in her official  
22 capacity, or (ii) inducing such foreign  
23 official to do or omit to do any act in  
24 violation of the lawful duty of such  
25 official, or (B) inducing such foreign  
26 official to use her influence with a foreign  
27 government or instrumentality thereof to  
28 affect or influence any act or decision of  
such government or instrumentality, in order  
to assist [the person or company making the  
payment] in obtaining or retaining business  
for or with, or directing business to, any  
person.

1                   2.    Corruptly and Willfully

2           A person acts "corruptly" as required for a criminal  
3 violation of the FCPA if he or she acts voluntarily and  
4 intentionally, with an improper motive of accomplishing either  
5 an unlawful result, or a lawful result by some unlawful method  
6 or means. The term "corruptly" is intended to connote that the  
7 offer, payment, and promise was intended to influence an  
8 official to misuse her official position. A person acts  
9 "willfully" as required for a criminal violation of the FCPA if  
10 he or she acts deliberately and with the intent to do something  
11 that the law forbids, that is, with a bad purpose to disobey or  
12 disregard the law. A defendant need not be aware of the  
13 specific law and rule that his or her conduct may be violating.  
14 But he or she must act with the intent to do something that the  
15 law forbids. Overall, it is only necessary that a defendant  
16 intends those wrongful actions, and that the actions are not the  
17 product of accident or mistake. United States v. Bryan, 524 U.S.  
18 at 184, 191-92 (1998); United States v. Tarallo, 380 F.3d 1174,  
19 1188 (9th Cir. 2004); United States v. Kay, 513 F.3d 432 (5th  
20 Cir. 2007) see 15 U.S.C. § 78dd-2(a)(1), 78ff(a).

21           C.    18 U.S.C. § 1956(a)(2)(A): International  
22                   Transportation Promotion Money Laundering

23           To prove a violation of 18 U.S.C. § 1956(a)(2)(A), the  
24 following elements must be proved beyond a reasonable doubt:

25                   First, the defendants transported money from a  
26 place in the United States, namely, Los Angeles  
County, to places outside the United States; and  
27  
28

1                   Second, the defendants acted with the intent to  
2 promote the carrying on of unlawful activity, that is,  
3 bribery of a foreign official in violation of the  
4 FCPA.

5 See Ninth Circuit Model Jury Instructions No. 8.122 (2003)  
6 [Transporting Funds to Promote Unlawful Activity].

7                   D.    18 U.S.C. § 1957(a): Transactions In Criminally-  
8                   Derived Property

9                   Title 18, United States Code, Section 1957(a) provides in  
10 pertinent part:

11                   (a) Whoever, in any of the circumstances set forth in  
12 subsection (d), knowingly engages or attempts to  
13 engage in a monetary transaction in criminally  
14 derived property of a value greater than \$10,000  
15 and is derived from specified unlawful activity,

16 [is guilty of an offense against the laws of the United States].

17                   (d) The circumstances referred to in subsection (a) are-  
18                   (1) that the offense under this section takes place in  
19 the United States or in the special maritime and  
20 territorial jurisdiction of the United States; or

21                   (2) that the offense under this section takes place  
22 outside the United States and such special  
23 jurisdiction, but the defendant is a United States  
24 person (as defined in section 3077 of this title:  
25 United States national, permanent resident, any person  
26 within the United States, a sole proprietorship  
27 composed of nationals or permanent resident aliens, a  
28 corporation organized under the laws of the United  
29 States).

30                   E.    26 U.S.C. 7206(1): False Subscription of a Tax Return

31                   To prove a violation of 26 U.S.C. 7206(1), the following  
32 elements must be proved beyond a reasonable doubt:

33                   First, the defendant made and signed a tax return  
34 for the year 2004 that she knew contained false  
35 information as to a material matter;

36                   Second, the return contained a written  
37 declaration that it was being signed subject to the  
38 penalties of perjury; and

1            Third, in filing the false tax return, the  
2 defendant acted willfully.

3 See Ninth Circuit Model Jury Instructions No. 9.37 (2003)  
4 [Filing False Tax Return].

5        F.    18 U.S.C. § 1519: Creating False Entry In a Document  
6            In a Federal Investigation

7            Title 18, United States Code, Section 1519 provides in  
8 part:

9            Whoever knowingly alters, destroys, mutilates,  
10            conceals, covers up, falsifies, or makes a false  
11            entry in any record, document, or tangible object  
12            with the intent to impede, obstruct, or influence  
13            the investigation or proper administration of any  
14            matter within the jurisdiction of any department  
15            or agency of the United States or any case filed  
16            under title 11, or in relation to or  
17            contemplation of any such matter or case, shall  
18            be fined under this title, imprisoned not more  
19            than 20 years, or both.

20 V.    EVIDENTIARY ISSUES

21 A.    Summary Charts

22            The government will elicit summary testimony from  
23 witnesses, including but not limited to Susan Shore, IRS-CI  
24 Special Agent Steven Berryman, and FBI Special Agent Elizabeth  
25 Rivas, who have reviewed accounting records, bank records, hotel  
26 records, and other evidence in this case.

27            Federal Rule of Evidence 1006 provides that:

28            The contents of voluminous writings, recordings, or  
photographs which cannot conveniently be examined in  
court may be presented in the form of a chart, summary,  
or calculation. The originals, or duplicates, shall be  
made available for examination or copying, or both, by  
the parties at reasonable time and place. The court  
may order that they be produced in court.



1 A chart or summary may be admitted as evidence where the  
2 proponent establishes that the underlying documents are  
3 voluminous, admissible, and available for inspection. See  
4 United States v. Meyers, 847 F.2d 1408, 1411-12 (9th Cir. 1988);  
5 United States v. Johnson, 594 F.2d 1253, 1255-57 (9th Cir.  
6 1979). While the underlying documents must be admissible, they  
7 need not be admitted. See Meyers, 847 F.2d at 1412; Johnson,  
8 594 F.2d at 1257 n.6. Summary charts need not contain the  
9 defendant's version of the evidence and may be given to the jury  
10 while a government witness testifies concerning them. See  
11 United States v. Radseck, 718 F.2d 233, 239 (7th Cir. 1983);  
12 Barsky v. United States, 339 F.2d 180, 181 (9th Cir. 1964).

13 Charts may be referred to during opening statement. The  
14 purpose of an opening statement is to acquaint the jury with the  
15 substance and theory of the case and to outline the forthcoming  
16 proof so that the jurors may more intelligently follow the  
17 testimony. See, e.g., United States v. Zielie, 734 F.2d 1447,  
18 1455 (11th Cir. 1984) (relying on United States v. Dinitz, 424  
19 U.S. 600, 612 (1976)). A summary witness may rely on the  
20 analysis of others where she has sufficient experience to judge  
21 another person's work and incorporate it as her own. The use of  
22 other persons in the preparation of summary evidence goes to the  
23 its weight, not its admissibility. United States v. Soulard,  
24 730 F.2d 1292, 1299 (9th Cir. 1984); see Diamond Shamrock Corp.  
25 v. Lumbermens Mutual Casualty Co., 466 F.2d 722, 727 (7th Cir.  
26 1972) ("It is not necessary . . . that every person who assisted  
27 in the preparation of the original records or the summaries be  
28 brought to the witness stand").

1 The government will produce to the defense draft summary  
2 charts that are anticipated to be the basis of some of its  
3 witnesses' testimony. The government will also seek the  
4 admission into evidence of some of those summary charts.  
5 Additionally, the government has produced to the defense the  
6 underlying bank, accounting, hotel, and other records used to  
7 prepare the summary charts, tables and spreadsheets.

8 The introduction of summary witness testimony and summary  
9 schedules has been approved by the Ninth Circuit in tax cases,  
10 United States v. Marchini, 797 F.2d 759, 756-766 (9th Cir.  
11 1986); United States v. Greene, 698 F.2d 1364, 1367 (9th Cir.  
12 1983); Barsky v. United States, 339 F.2d 180 (9th Cir. 1964). A  
13 summary witness may be used to help the jury organize and  
14 evaluate evidence which is factually complex and fragmentally  
15 revealed in the testimony of a multitude of witnesses. See  
16 United States v. Baker, 10 F.3d 1374, 1411 (9th Cir. 1983).

17 **B. Evidence of the Routine Practices**

18 Evidence of the habit or routine practice, whether  
19 corroborated or not, and regardless of the presence of  
20 eyewitnesses, is relevant to prove that the conduct on a  
21 particular occasion was in conformity with that habit or routine  
22 practice. Fed. R. Evid. 406. In this case, the existence of  
23 bribery-related activities on a routine basis is probative of  
24 the conspiracy.

25 **C. Chain of Custody**

26 The test of admissibility of physical objects connected with  
27 the commission of a crime requires a showing that the object is  
28 in substantially the same condition as when the crime was

1 committed (or the object seized). Factors to be considered are  
2 the nature of the article, the circumstances surrounding its  
3 preservation and custody and the likelihood of intermeddlers  
4 tampering with it. There is, however, a presumption of  
5 regularity in the handling of exhibits by public officials.  
6 United States v. Kaiser, 660 F.2d 724, 733 (9th Cir. 1981),  
7 cert. denied, 455 U.S. 956 (1982), overruled on other grounds,  
8 United States v. De Bright, 730 F.2d 1255, 1259 (9th Cir. 1984)  
9 (en banc).

10 If the trial judge finds that there is a reasonable  
11 possibility that the piece of evidence has not changed in a  
12 material way, he has discretion to admit the evidence. Kaiser,  
13 660 F.2d at 733.

14 The government is not required, in establishing chain of  
15 custody, to call all persons who may have come into contact with  
16 the piece of evidence. Gallego v. United States, 276 F.2d 914,  
17 917 (9th Cir. 1960).

18 **D. Authentication and Identification**

19 "The requirement of authentication or identification as a  
20 condition precedent to admissibility is satisfied by evidence  
21 sufficient to support a finding that the matter in question is  
22 what its proponent claims." Fed. R. Evid. 901(a).

23 Rule 901(a) only requires the government to make a prima  
24 facie showing of authenticity or identification "so that a  
25 reasonable juror could find in favor of authenticity or  
26 identification." United States v. Chu Kong Yin, 935 F.2d 990,  
27 996 (9th Cir. 1991), cert. denied, 511 U.S. 1035 (1994); See  
28 also United States v. Blackwood, 878 F.2d 1200, 1202 (9th Cir.

1 1989); United States v. Black, 767 F.2d 1334, 1342 (9th Cir.),  
2 cert. denied, 474 U.S. 1022 (1985).

3 Once the government meets this burden, "[t]he credibility or  
4 probative force of the evidence offered is, ultimately, an issue  
5 for the jury." Black, 767 F.2d at 1342.

6 **E. Certified Public Records**

7 At trial, the government intends to introduce certified  
8 public records into evidence, including immigration records.  
9 These records are self-authenticating. F.R.E. 902(4).  
10 Moreover, such public records are not hearsay. F.R.E. 803(8).

11 **F. Co-conspirator Statements**

12 A statement is not hearsay if it is "a statement by a  
13 co-conspirator of a party during the course and in furtherance  
14 of the conspiracy." Fed. R. Evid. 801(d)(2)(E).

15 For Rule 801(d)(2)(E) to apply, it is not necessary that the  
16 declarant be charged with the crime of conspiracy; any "concert  
17 of action creates a conspiracy for purposes of the evidence  
18 rule." United States v. Portac. Inc., 869 F.2d 1288, 1294 (9th  
19 Cir. 1989), cert. denied, 498 U.S. 845 (1990).

20 A statement can be a co-conspirator declaration even if it  
21 is subject to alternative interpretations. Garlington v.  
22 O'Leary, 879 F.2d 277, 284 (7th Cir. 1989).

23 For a statement to be admissible under Rule 801(d)(2)(E),  
24 the offering party must establish that: (a) the statement was in  
25 furtherance of the conspiracy; (b) it was made during the life  
26 of the conspiracy; and (c) the defendant and declarant were  
27 members of the conspiracy. Bourjaily v. United States, 483 U.S.  
28 171, 175 (1987); United States v. Smith, 893 F.2d at 1578.

1 The offering party has the burden of proving these  
2 foundational facts by a preponderance of the evidence.  
3 Bourjaily, 483 U.S. at 176; United States v. Schmit, 881 F.2d  
4 608, 610 (9th Cir. 1989); United States v. Gordon, 844 F.2d  
5 1397, 1402 (9th Cir. 1988).

6 Whether the offering party has met its burden is to be  
7 determined by the trial judge, and not the jury. United States  
8 v. Zavala-Serra, 853 F.2d 1512, 1514 (9th Cir. 1988).

9 The term "in furtherance of the conspiracy" is construed  
10 broadly to include statements made to "induce enlistment or  
11 further participation in the group's activities," to "prompt  
12 further action on the part of conspirators," to "reassure  
13 members of a conspiracy's continued existence," to "allay a  
14 coconspirator's fears," and to "keep coconspirators abreast of  
15 an ongoing conspiracy's activities." United States v.  
16 Yarbrough, 852 F.2d 1522, 1535-1536 (9th Cir.) (citing cases),  
17 cert. denied, 488 U.S. 866 (1988).

18 A co-conspirator declaration need not have been made  
19 exclusively, or even primarily, to further the conspiracy.  
20 Garlington v. O'Leary, 879 F.2d 277, 284 (7th Cir. 1989).

21 Statements made with the intent of furthering the conspiracy  
22 are admissible whether or not they actually result in any  
23 benefit to the conspiracy. United States v. Williams, 989 F.2d  
24 1061, 1068 (9th Cir. 1993); United States v. Schmit, 881 F.2d at  
25 612; United States v. Zavala-Serra, 853 F.2d 1512, 1516 (9th  
26 Cir. 1988).

27 It is not necessary that the defendant was present at the  
28 time the statement was made. Sendejas v. United States, 428

1 F.2d 1040, 1045 (9th Cir.), cert. denied, 400 U.S. 879 (1970).

2 Co-conspirator declarations need not be made to a member of  
3 the conspiracy to be admissible under Rule 810(d)(2)(E). United  
4 States v. Zavala-Serra, 853 F.2d at 1516.

5 Co-conspirator declarations can be made to government  
6 informants and undercover agents. Id. (statements to informants  
7 and undercover agents); United States v. Tille, 729 F.2d 615,  
8 620 (9th Cir.) (statements to informants), cert. denied, 469  
9 U.S. 845 (1984); United States v. Echeverry, 759 F.2d 1451, 1457  
10 (9th Cir. 1985) (statements to undercover agent).

11 Once the existence of the conspiracy is established, only  
12 "slight evidence" is needed to connect the defendant and  
13 declarant to it. United States v. Crespo De Llano, 838 F.2d  
14 1006, 1017 (9th Cir. 1987); United States v. Dixon, 562 F.2d  
15 1138, 1141 (9th Cir. 1977), cert. denied, 435 U.S. 927 (1978).

16 The declaration itself, together with independent evidence,  
17 may constitute sufficient proof of the existence of the  
18 conspiracy and the involvement of the defendant and declarant in  
19 it. Bourjaily, 483 U.S. at 181; Zavala-Serra, 853 F.2d at 1515.

20 The foundation for the admission of a co-conspirator  
21 statement may be established before or after the admission of  
22 the statement. If a proper foundation has not yet been laid,  
23 the court may nevertheless admit the statement, but with an  
24 admonition that the testimony will be stricken should the  
25 conspiracy not be proved. United States v. Arbelaez, 719 F.2d  
26 1453, 1469 (9th Cir.), cert. denied, 467 U.S. 1255 (1984);  
27 United States v. Kenny, 645 F.2d 1323, 1333-1334 (9th Cir.),  
28 cert. denied, 452 U.S. 920 (1981); United States v. Spawr

1 Optical Research Inc., 685 F.2d 1076, 1083 (9th Cir. 1982),  
2 cert. denied, 461 U.S. 905 (1983).

3 The trial court has discretion to determine whether the  
4 government may introduce co-conspirator declarations before  
5 establishing the conspiracy and the defendant's connection to  
6 it. United States v. Loya, 807 F.2d 1483, 1490 (9th Cir. 1987).

7 Co-conspirator statements fall within a "firmly rooted  
8 hearsay exception." Therefore, if a statement is properly  
9 admissible under Rule 801(d)(2)(E), no additional showing of  
10 reliability is necessary to satisfy the requirements of the  
11 Confrontation Clause. Bourjaily, 483 U.S. at 183-184;  
12 Yarbrough, 852 F.2d at 1536; United States v. Knigge, 832 F.2d  
13 1100, 1107 (9th Cir. 1987), amended, 846 F.2d 591 (9th Cir.  
14 1988). In determining if these foundational facts have been  
15 established, the court may consider hearsay and other evidence  
16 not admissible at trial. See Fed. R. Evid. 104(a) and  
17 1101(d)(1); Bourjaily, U.S. at 178-179. Moreover, co-  
18 conspirators statements are not testimonial and do not violate  
19 the confrontation clause. United States v. Allen, 425 F.3d  
20 1231, 1235 (9th Cir. 2005).

#### 21 G. Tape Recordings

22 When audio tapes and transcripts to be presented at trial  
23 are in English, the recordings themselves are the evidence of  
24 the conversation. See, e.g., United States v. Franco, 136 F.3d  
25 622, 625 (9th Cir. 1998). The government plans to provide the  
26 members of the jury with transcripts of the conversations in  
27 question as an aide to the jury. However, the transcripts will  
28 not be introduced into evidence. The government may establish

1 the identification of a voice through either direct or  
2 circumstantial evidence. See United States v. Turner, 528 F.2d  
3 143, 162 (9th Cir. 1975).

4 **H. Immunity Agreements**

5 One witness in the case, Susan Shore, has  
6 an immunity and cooperation agreement with the government. It  
7 is appropriate for the government to introduce the "truthful  
8 testimony" provisions in such an agreement after a defendant has  
9 attacked the credibility of a witness. See, e.g., United States  
10 v. Necochea, 986 F.2d 1273, 1278-79 (9th Cir. 1993) (reference  
11 to "truthful testimony" aspect of plea agreement permissible in  
12 direct examination of witness whose credibility was challenged  
13 in defendant's opening statement).

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VI.

CONCLUSION

The government requests leave to file such additional memoranda as may become appropriate during the course of the trial.

DATED: July 30, 2009

Respectfully submitted,

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

|                           |   |                                  |
|---------------------------|---|----------------------------------|
| UNITED STATES OF AMERICA, | ) | CR No. 08-59(B)-GW               |
|                           | ) |                                  |
| Plaintiff,                | ) | <u>S E C O N D</u>               |
|                           | ) | <u>S U P E R S E D I N G</u>     |
| v.                        | ) | <u>I N D I C T M E N T</u>       |
|                           | ) |                                  |
| GERALD GREEN and          | ) | [18 U.S.C. § 371: Conspiracy;    |
| PATRICIA GREEN,           | ) | 15 U.S.C. § 78dd-2(a)(1),        |
|                           | ) | (g)(2)(A): Foreign Corrupt       |
| Defendants.               | ) | Practices Act; 18 U.S.C.         |
|                           | ) | § 1956(a)(2)(A): Transportation  |
|                           | ) | Promotion Money Laundering; 18   |
|                           | ) | U.S.C. § 1957(a): Transaction    |
|                           | ) | 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.

28

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.

28

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.

28

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.

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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:

| <u>COUNT</u> | <u>DATE</u> | <u>CONTRACT</u> | <u>MEANS AND INSTRUMENTALITIES OF<br/>INTERSTATE AND INTERNATIONAL<br/>COMMERCE</u> |  |
|--------------|-------------|-----------------|---|--|
| 1            |             |                 |   |  |
| 2            |             |                 |   |  |
| 3            | 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                    |
| 4            |             |                 |   |  |
| 5            |             |                 |   |  |
| 6            | 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                   |
| 7            |             |                 |   |  |
| 8            |             |                 |   |  |
| 9            |             |                 |   |  |
| 10           | FOUR        | 11/17/03        | TPC LTD<br>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                    |
| 11           |             |                 |   |  |
| 12           |             |                 |   |  |
| 13           | 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  |
| 14           |             |                 |   |  |
| 15           |             |                 |   |  |
| 16           | SIX         | 10/26/04        | Public<br>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 |
| 17           |             |                 |   |  |
| 18           |             |                 |   |  |
| 19           |             |                 |   |  |
| 20           | 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   |
| 21           |             |                 |   |  |
| 22           |             |                 |   |  |
| 23           | 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                                  |
| 24           |             |                 |   |  |
| 25           |             |                 |   |  |
| 26           |             |                 |   |  |
| 27           |             |                 |   |  |
| 28           |             |                 |   |  |

1 NINE 1/19/06 BKKIFF Wire transfer of \$78,000 from IFC's  
2 bank account at Wells Fargo Bank in  
3 West Hollywood, California, to the  
4 Daughter's bank account at Standard  
5 Chartered Bank in Singapore  
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TEN 3/13/06 Website 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

## 1 COUNTS ELEVEN THROUGH SEVENTEEN

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

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

| 14 | <u>COUNT</u> | <u>DATE</u> | <u>FOREIGN PLACE</u> | <u>FINANCIAL TRANSACTION</u>  |
|----|--------------|-------------|----------------------|---|
| 15 | ELEVEN       | 10/23/03    | United Kingdom       | Wire transfer of \$12,500<br>from FFM's bank account at<br>Bank of America in West<br>Hollywood, California, to<br>the Daughter's bank account<br>at HSBC Bank PLC  |
| 16 |              |             |                      |   |
| 17 |              |             |                      |   |
| 18 | TWELVE       | 11/14/03    | United Kingdom       | Wire transfer of \$73,784<br>from SASO's bank account at<br>Bank of America in West<br>Hollywood, California, to<br>the Daughter's bank account<br>at HSBC Bank PLC |
| 19 |              |             |                      |   |
| 20 |              |             |                      |   |
| 21 |              |             |                      |   |
| 22 | THIRTEEN     | 11/17/03    | United Kingdom       | Wire transfer of \$17,000<br>from Flying Pen's bank<br>account at U.S. Bank in<br>Beverly Hills, California,<br>to the Daughter's bank<br>account at HSBC Bank PLC  |
| 23 |              |             |                      |   |
| 24 |              |             |                      |   |
| 25 |              |             |                      |   |
| 26 |              |             |                      |   |
| 27 |              |             |                      |   |
| 28 |              |             |                      |   |

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

1  
2  
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

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

13 DOUGLAS A. AXEL  
14 Assistant United States Attorney  
15 Chief, Major Frauds Section

16 JILL T. FEENEY  
17 Assistant United States Attorney  
18 Deputy Chief, Major Frauds Section

19 BRUCE H. SEARBY  
20 Assistant United States Attorney  
21 Major Frauds Section

22 *Mark Mendelsohn* (by BLS)  
23 STEVEN A. TYRRELL, Chief  
24 MARK F. MENDELSON, Deputy Chief  
25 Fraud Section, Criminal Division  
26 U.S. Department of Justice

27 JONATHAN E. LOPEZ, Trial Attorney  
28 Fraud Section, Criminal Division  
U.S. Department of Justice