

**United States v. Robert Antoine
09-21010-cr-JEM**

FACTUAL AGREEMENT

If this matter had gone to trial, the United States would prove beyond a reasonable doubt that beginning in and around November 2001, and continuing through in or around June 2005, the defendant, Robert Antoine (“Antoine”), conspired to a) launder money and b) engage in monetary transactions over \$10,000, with proceeds derived from wire fraud (18 U.S.C. § 1343), violation of the Foreign Corrupt Practices Act (15 U.S.C. § 78dd-2(a)), and violation of Haitian bribery law (Haitian Penal Code 137 and 140), in violation of 18 U.S.C. § 1956(h).

Telecommunications D’Haiti (“Haiti Teleco”) is the Republic of Haiti’s state-owned national telecommunications company and is the only provider of land line telephone service to and from Haiti. Various international telecommunications companies contract with Haiti Teleco to allow those companies’ customers to make calls to Haiti. From in or around May 2001 to April 2003, Antoine was the Director of International Relations of Haiti Teleco. In this position, Antoine’s primary responsibility was to administer contracts with international telecommunications companies on behalf of Haiti Teleco.

During his tenure as Director of International Relations, Antoine accepted bribe payments from U.S. telecommunications companies. Joel Esquenazi was the President and Director, Carlos Rodriguez was the Executive Vice President, and Antonio Perez was, at times, Controller of one of these telecommunications companies, Corporation X. Esquenazi, Rodriguez, and Perez’s company, Corporation X, paid over \$800,000 in bribes intended for Antoine while he was an officer at Haiti Teleco. In exchange, Antoine provided Corporation X with various business advantages, including reducing the number of minutes for which Corporation X owed payment to Haiti Teleco from what was actually due, thereby reducing Corporation X’s bills, and allowing Corporation X to maintain its telecommunications connection with Haiti Teleco despite its debts.

Also during his tenure as Director of International Relations, Antoine received over \$350,000 worth of bribe payments from two, interrelated U.S. telecommunications companies, Corporations Y and Z. Some of these funds were intended for him. Other funds were passed on to another Haiti Teleco official.

In order to conceal the true nature, source and location of the bribe payments, Antoine and his co-conspirators laundered the illicit bribe proceeds by engaging in financial transactions such as wire transfers to and from shell companies, by adding false memos on checks, and by using the bank accounts of shell companies to make deposits and withdrawals of cash and checks.

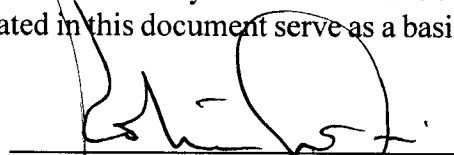
After leaving Haiti Teleco, Antoine was then employed by Corporations Y and Z. Later this employment included helping manage the relationship with Haiti Teleco’s new Director of International Relations, Jean Rene Duperval. One of Antoine’s actions was to facilitate the

laundering of bribe payments from the telecommunication companies to Duperval. In order to conceal the true nature of the bribe payments, Antoine received some bribes from the telecommunication companies and deposited these bribe proceeds into the United States bank account of Antoine's company, Process Consulting. Antoine would then further layer the bribe payments by issuing the bribe payments from the Process Consulting bank account to a second intermediary company, Telecom Consulting.

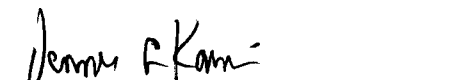
All of the financial and monetary transactions in the conspiracy affected interstate and foreign commerce. All of the financial institutions whose accounts were used for the financial and monetary transactions were federally insured and regulated. The financial and monetary transactions involved bribe proceeds, which were considered profit.

All of the aforementioned events took place in the Southern District of Florida, and do not include each and every act or action taken in furtherance of the crimes articulated above. The facts articulated in this document serve as a basis for the entry of my plea of guilty to the charged crimes.

By:


ROBERT ANTOINE, Defendant
Signed March 12, 2010

By:


DENNIS KAINEN, Esq.
Attorney for Defendant Robert
Antoine