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CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

February 2007 Grand Jury

11	UNITED STATES OF AMERICA,	)	CR No. 08-59(A) -GW
12	Plaintiff,	)	<u>F I R S T</u>
13	v.	)	<u>S U P E R S E D I N G</u>
14	GERALD GREEN and	)	<u>I N D I C T M E N T</u>
15	PATRICIA GREEN,	)	[18 U.S.C. § 371: Conspiracy;
16	Defendants.	)	15 U.S.C. § 78dd-2(a)(1),
17		)	(g)(2)(A): Foreign Corrupt
18		)	Practices Act; 18 U.S.C.
19		)	§ 1956(a)(2)(A): Transporting
20		)	Funds to Promote Unlawful
21		)	Activity; 18 U.S.C. § 1957(a):
22		)	Transactions In Criminally
		)	Derived Property; 26 U.S.C.
		)	§ 7206(1) False Subscription of
		)	a Tax Return; 18 U.S.C. § 2:
		)	Aiding and Abetting and Causing
		)	an Act 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.,

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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 received from the Kingdom
25 of Thailand a yearly budget equivalent to millions of United
26 States dollars to disburse for the operations of the BKKIFF, and
27 smaller amounts to fund the other TAT contracts. The TAT also
28 controlled an entity that was an instrumentality of the Thai

1 government, namely, the Thailand Privilege Card Co., Ltd.
2 ("TPC"). The TPC administered and funded contracts for
3 consulting, creative design, public relations, and promotional
4 books for an "elite privilege card" 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. As an officer and employee of a department,
8 agency, and instrumentality of a foreign government, the Governor
9 was a "foreign official" as that term was defined in the FCPA.
10 For TAT and TPC contracts, the Governor was involved in the
11 selection of the businesses that would provide goods and
12 services, and in the disbursement of TAT and TPC funds. From in
13 or about late 2006 to in or about 2007, the Governor, although no
14 longer in her prior position at the TAT, acted in an official
15 capacity on behalf of the TAT as an "advisor," and therefore was
16 still a "foreign official" as that term was defined in the FCPA.

17 7. The person referred to herein as the "Daughter" was a
18 Thai citizen and the daughter of the Governor. In or about 2004,
19 the Daughter was also an employee of the TPC, the TAT
20 instrumentality. The Daughter received, for the benefit of the
21 Governor, payments from the Green Businesses paid in connection
22 with the award and maintenance of contracts for the BKKIFF, the
23 TPC, calendars, a video, the website, and public relations.

24 8. The person referred to herein as the "Friend" was a
25 Thai citizen and a friend of the Governor. The Friend also
26 received, for the benefit of the Governor, payments from the
27 Green Businesses paid in connection with the award of contracts
28 for the BKKIFF and the TPC.

1 C. OVERVIEW OF TAT/TPC CONTRACT REVENUES AND CORRUPT PAYMENTS

2 9. Beginning in or about 2002, and continuing to in or
3 about 2007, defendants GERALD GREEN and PATRICIA GREEN, through
4 several of the Green Businesses, received at least \$14,000,000 of
5 TAT and TPC funds in connection with work performed on TAT and
6 TPC contracts, whether as a prime contractor or subcontractor.
7 During that same time period, defendants GERALD GREEN and
8 PATRICIA GREEN sent and caused to be sent at least \$1,800,000 of
9 those funds from the accounts of the Green Businesses to bank
10 accounts held in the name of either the Daughter or the Friend at
11 banks in Singapore, the United Kingdom, and the Isle of Jersey,
12 for the benefit of the Governor. Most of these transfers were
13 via international wire transfers; some were by cashiers checks.
14 Defendant GERALD GREEN also, on occasion, delivered cash to the
15 Governor in person.

16 10. Defendants GERALD GREEN and PATRICIA GREEN caused these
17 corrupt payments, paid to and for the benefit of the Governor in
18 order to obtain and retain the lucrative TAT and TPC contracts
19 and subcontracts, to be disguised on the Green Businesses' books
20 and records as "sales commissions" in order to conceal the
21 illegal nature of the payments.

22 D. INCORPORATION BY REFERENCE

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

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 discuss
10 new ideas and opportunities for the Green Businesses to obtain
11 business from the TAT and the TPC.

12 14. Defendants GERALD GREEN and PATRICIA GREEN would obtain
13 and retain lucrative contracts and subcontracts for TAT and TPC
14 business by offering and paying bribes to, and for the benefit
15 of, the Governor in exchange for the award of contracts.

16 15. Defendant GERALD GREEN and the Governor would agree to
17 the total amount of TAT and TPC contracts and also to the amount
18 of the corrupt payments as a percentage, ranging between 10% and
19 20%, of the monies that the TAT and the TPC would pay to the
20 Green Businesses, or to third-party businesses that served as
21 prime contractors with the TAT or the TPC. On the occasions
22 where the Governor and defendant GERALD GREEN decided to use
23 third-party businesses as the prime contractors, including
24 contracts for the website production, public relations services,
25 calendars, and the video production, defendant GERALD GREEN would
26 structure the contracting arrangements so that the prime
27 contractors would pass through to the Green Businesses in the
28 subcontracts the amounts necessary for the Green Businesses to

1 fund corrupt payments to the Governor.

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

16 17. By the above-described use of numerous different
17 business entities in structuring contracting and subcontracting
18 for TAT and TPC business, the Governor and defendants GERALD
19 GREEN and PATRICIA GREEN would conceal from further scrutiny and
20 suspicion by other Thai government officials the large sums of
21 TAT and TPC funds flowing to the Green Businesses, a portion of
22 which would benefit the Governor.

23 18. Defendants GERALD GREEN and PATRICIA GREEN would
24 prepare and submit, and cause others to prepare and submit, to
25 the TAT and the TPC statements of the scope of work and the costs
26 for the various services in connection with the contracts.
27 Defendants GERALD GREEN and PATRICIA GREEN would inflate the cost
28 amounts submitted to the TAT and the TPC to include the

1 anticipated corrupt payments to the Governor, in addition to the
2 Green Businesses' and any prime contractors' actual costs and
3 profits.

4 19. Following the Green Businesses' receipt of payment for
5 work performed on TAT and TPC contracts, defendant GERALD GREEN
6 would advise defendant PATRICIA GREEN when a "commission" payment
7 was needed for the Governor. Defendant PATRICIA GREEN and
8 another employee at the Green Businesses would then look to see
9 which of the Green Businesses had the money available for
10 payment.

11 20. Defendants GERALD GREEN and PATRICIA GREEN would
12 arrange for the corrupt payments to be made, for the benefit of
13 the Governor, via cashiers checks or international wire transfer
14 from the bank accounts of one or more of the Green Businesses to
15 bank accounts held in the name of the Daughter or the Friend at
16 banks in the United Kingdom, Singapore, and the Isle of Jersey.
17 Defendants GERALD GREEN and PATRICIA GREEN would also
18 occasionally arrange for cash payments to be made directly to the
19 Governor, including during her trips to Los Angeles, California.

20 21. Defendant PATRICIA GREEN would maintain spreadsheets
21 created by an employee that calculated and tracked the corrupt
22 payments made to and for the benefit of the Governor in
23 connection with TAT and TPC contracts.

24 22. Defendants GERALD GREEN and PATRICIA GREEN would cause
25 the corrupt payments to, and for the benefit of, the Governor for
26 TAT and TPC contracts to be characterized as "sales commissions"
27 on the profit and loss statements and other company books and
28 records prepared and maintained by the Green Businesses.

1 Defendant PATRICIA GREEN would participate in the preparation of
2 corporate tax returns that would take unlawful tax deductions for
3 the bribes by calling them "commissions" as part of costs of
4 goods sold. In this manner, defendants GERALD GREEN and PATRICIA
5 GREEN would reduce corporate tax liabilities, would use tax-free
6 income to pay the bribes to the Governor, and thus would increase
7 their profits from the Green Businesses.

8 23. In return for the corrupt payments characterized as
9 "sales commissions," the Governor would assist defendants GERALD
10 GREEN and PATRICIA GREEN in obtaining and retaining lucrative
11 contracts and subcontracts for TAT and TPC business.

12 24. After the Governor stepped down in or about September
13 2006 as the TAT's highest-ranking official and became an
14 "advisor" to the TAT, the Governor would continue to assist
15 defendants GERALD GREEN and PATRICIA GREEN in obtaining and
16 retaining business with the TAT, including in receiving payment
17 of outstanding amounts due. The Governor would continue to
18 receive a portion of the money paid by the TAT.

19 C. OVERT ACTS

20 25. In furtherance of the conspiracy and to accomplish its
21 objects, defendants GERALD GREEN and PATRICIA GREEN, together
22 with others known and unknown to the Grand Jury, committed and
23 willfully caused others to commit the following overt acts, among
24 others, in the Central District of California, and elsewhere:

25 BANGKOK INTERNATIONAL FILM FESTIVAL

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

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

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

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

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

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

18 Overt Act No. 7: In or about June 2003, defendants GERALD
19 GREEN and PATRICIA GREEN caused an employee of SASO to execute a
20 scope of work letter agreement between SASO and the TAT for the
21 2004 BKKIFF with an attached payment schedule that included a
22 total of \$468,027 in payments to SASO.

23 Overt Act No. 8: On or about June 23, 2003, defendants
24 GERALD GREEN and PATRICIA GREEN caused an invoice on SASO
25 letterhead containing a SASO employee's home address rather than
26 SASO's office address to be sent to the TAT in the amount of
27 \$24,000.

28

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

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

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

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

17 Overt Act No. 13: In or about 2005, defendant PATRICIA
18 GREEN opened a bank account at Wells Fargo Bank in West
19 Hollywood, California, in the name of FOF.

20 Overt Act No. 14: On or about February 24, 2005, defendants
21 GERALD GREEN and PATRICIA GREEN caused a wire transfer of
22 \$100,000 from FOF's bank account at Wells Fargo Bank in West
23 Hollywood, California, to the Daughter's bank account at HSBC
24 Bank International Limited in the Isle of Jersey.

25 Overt Act No. 15: On or about March 11, 2005, defendants
26 GERALD GREEN and PATRICIA GREEN caused a wire transfer of
27 \$100,000 from FOF's bank account at Wells Fargo Bank in West
28 Hollywood, California, to the Friend's bank account at Citibank

1 in Singapore.

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

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

10 Overt Act No. 18: In or about December 2006, after the
11 Governor had stepped down in or about September 2006 as the TAT's
12 highest-ranking official and had become an "advisor" to the TAT,
13 and after the subsequent leadership of the TAT had terminated
14 FFM's involvement in the BKKIFF in or about November 2006,
15 defendant GERALD GREEN enlisted the Governor's assistance in a
16 claim for payment of \$568,718 allegedly owed by the TAT to FFM
17 for work on the 2007 BKKIFF performed prior to FFM's termination.

18 Overt Act No. 19: In or about May 2007, after
19 unsuccessfully demanding from the TAT payment of the money
20 claimed by FFM, defendants GERALD GREEN and PATRICIA GREEN
21 received information indicating that TAT officials suspected
22 there had been corruption between FFM and the Governor and were
23 anxious about dealings with FFM, which information defendants
24 GERALD GREEN and PATRICIA GREEN then relayed to the Governor.

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

THAILAND PRIVILEGE CARD

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2 Overt Act No. 21: In or before May 2003, defendant GERALD
3 GREEN agreed with the Governor that defendant GERALD GREEN would
4 provide and coordinate various services in connection with the
5 TPC's introduction of an elite "privilege card" for foreigners in
6 Thailand.

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

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

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

20 Overt Act No. 25: On or about December 17, 2003, defendants
21 GERALD GREEN and PATRICIA GREEN caused a cashiers check for
22 \$100,000 from SASO's bank account at Bank of America in West
23 Hollywood, California, to be paid to the Friend.

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

28

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

5 TAT PUBLIC RELATIONS

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

10 Overt Act No. 29: On or about August 1, 2004, defendant
11 PATRICIA GREEN signed a subcontract with a public relations firm
12 acting as the prime contractor with the TAT, requiring that the
13 prime contractor pay a "consulting" fee to SASO equal to 40% of
14 the funds the prime contractor received from the TAT.

15 Overt Act No. 30: On or about October 26, 2004, defendants
16 GERALD GREEN and PATRICIA GREEN caused a wire transfer of \$13,000
17 from SASO's bank account at Bank of America in West Hollywood,
18 California, to the Daughter's bank account at HSBC Bank
19 International Limited in the Isle of Jersey.

20 WEBSITE

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

27 Overt Act No. 32: In or about 2005, defendant GERALD GREEN
28 handwrote a budget proposal for the website project providing for

1 prime contractors to bill the TAT a total of \$2,000,000, with
2 \$400,000 of that sum to be paid as "commissions" to "X,"
3 referring to the Governor.

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

7 Overt Act No. 34: In or about December 2005, defendant
8 GERALD GREEN and the Governor agreed upon an adjustment to the
9 budget for the website project, which required the prime
10 contractors to increase their billing to the TAT without an
11 increase in their internal budgets.

12 Overt Act No. 35: On or about December 21, 2005, defendant
13 PATRICIA GREEN sent to one of the prime contractors a subcontract
14 for Creative Ignition, requiring that the prime contractor pay a
15 "consulting" fee to Creative Ignition equal to 65% of the funds
16 the prime contractor received from the TAT.

17 Overt Act No. 36: On or about March 13, 2006, defendants
18 GERALD GREEN and PATRICIA GREEN caused a wire transfer of \$52,876
19 from FOF's bank account at Bank of America in West Hollywood,
20 California, to the Daughter's bank account at Citibank in
21 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 ("GERALD GREEN") and PATRICIA GREEN ("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, an instrumentality of the TAT, as follows:

<u>COUNT</u>	<u>DATE</u>	<u>CONTRACT</u>	<u>MEANS AND INSTRUMENTALITIES OF INTERSTATE AND INTERNATIONAL COMMERCE</u>
1 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
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3 THREE	11/14/03	TPC	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
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6 FOUR	11/17/03	TPC 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
7			
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9			
10 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
11			
12			
13 SIX	10/26/04	Public Relations	Wire transfer of \$13,000 from SASO's bank account at Bank of America in West Hollywood, California, to the Daughter's bank account at HSBC Bank International Limited in the Isle of Jersey
14			
15			
16 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
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20 EIGHT	3/11/05	BKKIFF	Wire transfer of \$100,000 from FOF's bank account at Wells Fargo Bank in West Hollywood, California, to the Friend's bank account at Citibank in Singapore
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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 Charter Bank in Singapore

6 TEN 3/13/06 Website Wire transfer of \$52,876 from FOF's
7 bank account at Wells Fargo Bank in
8 West Hollywood, California, to the
9 Daughter's bank account at Citibank
10 in Singapore

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COUNTS ELEVEN THROUGH SEVENTEEN

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

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

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

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

COUNT EIGHTEEN

[18 U.S.C. § 1957(a); 18 U.S.C. § 2]

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

COUNT NINETEEN

[26 U.S.C. § 7206(1)]

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3 29. 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.
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COUNT TWENTY

[26 U.S.C. § 7206(1)]

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3 30. 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 ONE

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

31. The Grand Jury hereby incorporates by reference and realleges Count One 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.

32. 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; 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 33. 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 32, if, by any act
11 or omission of the defendant(s), the property described in
12 paragraph 32, 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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