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CENTRAL DISTRICT COURT
CENTRAL DISTRICT OF CALIF.
LOS ANGELES

BY _____

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
October 2009 Grand Jury

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|----|-----------------------------|---|----------------------------------|------------------|
| 11 | UNITED STATES OF AMERICA, |) | CR No. 10- | CR10 1031 |
| 12 | Plaintiff, |) | <u>I N D I C T M E N T</u> | |
| 13 | v. |) | [18 U.S.C. § 371: Conspiracy; | |
| 14 | ENRIQUE FAUSTINO AGUILAR |) | 15 U.S.C. § 78dd-2: Foreign | |
| 15 | NORIEGA, |) | Corrupt Practices Act; 18 U.S.C. | |
| 16 | and |) | § 1956(h): Conspiracy to Launder | |
| 17 | ANGELA MARIA GOMEZ AGUILAR, |) | Monetary Instruments; 18 U.S.C. | |
| 18 | aka, "Angela Maria |) | § 1956(a)(1)(B)(i): Money | |
| 19 | Gomez Aguilar," "Angela |) | Laundering; 18 U.S.C. § 2: | |
| 20 | Maria Cepeda Gomez |) | Aiding and Abetting and Causing | |
| 21 | Aguilar," "Angela Gomez |) | Acts To Be Done; 18 U.S.C. § | |
| 22 | Cepeda," |) | 981(a)(1)(C), 21 U.S.C. § 853, | |
| | Defendants. |) | and 28 U.S.C. § 2461(c): | |
| | |) | Criminal Forfeiture; 18 U.S.C. | |
| | |) | § 982(a)(1) and 21 U.S.C. § 853: | |
| | |) | Criminal Forfeiture] | |
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| | |) | | |
| | |) | | |

23 The Grand Jury charges:

24 INTRODUCTORY ALLEGATIONS

25 At all times relevant to this Indictment:

26 A. RELEVANT STATUTES

27 1. The Foreign Corrupt Practices Act of 1977 ("FCPA"), as
28 amended, Title 15, United States Code, Sections 78dd-2, et seq.,

DMM:dmm
NJM:njm

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

9 2. Article 222 of the Federal Penal Code of the United
10 Mexican States ("Mexico") prohibited a public servant from
11 soliciting or receiving money or gifts for himself or another, or
12 accepting a promise, in exchange for an act or omission, whether
13 lawful or unlawful, in relation to his public duties. Article
14 222 also prohibited any person from giving or offering money or
15 gifts in order for any public servant to commit an act or
16 omission, whether lawful or unlawful, in relation to his public
17 duties.

18 B. RELEVANT PERSONS AND ENTITIES

19 3. Comisión Federal de Electricidad ("CFE") was an
20 electric utility company owned by Mexico. During the time period
21 relevant to this Indictment, CFE was responsible for supplying
22 electricity to all of Mexico other than Mexico City. CFE
23 contracted with Mexican and foreign companies for goods and
24 services to help supply electricity services to its customers.

25 4. Official 1 was a Mexican citizen who held a senior
26 level position at CFE. Official 1 became the Sub-Director of
27 Generation for CFE in 2002 and the Director of Operations in
28 2007. Official 1's position at CFE made him a "foreign official"

1 as that term is defined in the FCPA, 15 U.S.C. § 78dd-2(h) (2).

2 5. Official 2 was a Mexican citizen who also held a senior
3 level position at CFE. Official 2 was the Director of Operations
4 at CFE until that position was taken over by Official 1 in 2007.
5 Official 2's position at CFE made him a "foreign official" as
6 that term is defined in the FCPA, 15 U.S.C. § 78dd-2(h) (2).

7 6. Company LM was a privately held company incorporated in
8 California and headquartered in Azusa, California. Company LM
9 manufactured emergency restoration systems ("ERSs") and other
10 equipment that was used by electrical utility companies. Company
11 LM maintained several bank accounts at U.S. banks, including
12 Preferred Bank. Many of Company LM's clients were foreign,
13 state-owned utilities, including CFE, which was one of Company
14 LM's most significant customers. Company LM conducted business
15 in a number of its foreign markets through sales representatives.
16 In light of the foregoing, Company LM was a "domestic concern" as
17 that term is defined in the FCPA, 15 U.S.C. § 78dd-2(h) (1).

18 7. President KL was the President of Company LM. In that
19 position, President KL had an ownership interest in Company LM
20 and had ultimate authority over all of Company LM's operations.
21 President KL also had signatory authority over Company LM's bank
22 accounts. President KL was a citizen of the United States. In
23 light of the foregoing, President KL was a "domestic concern" and
24 an officer, employee, and agent of a domestic concern, as those
25 terms are defined in the FCPA, 15 U.S.C. § 78dd-2(h) (1).

26 8. Vice President SL was the Vice President and Chief
27 Financial Officer of Company LM. In that position, Vice
28 President SL controlled Company LM's finances and had signatory

1 authority over Company LM's bank accounts. Vice President SL was
2 also a citizen of the United States. In light of the foregoing,
3 Vice President SL was a "domestic concern" and an officer,
4 employee, and agent of a domestic concern, as those terms are
5 defined in the FCPA, 15 U.S.C. § 78dd-2(h)(1).

6 9. Grupo Internacional De Asesores S.A. ("Grupo") was a
7 company incorporated in Panama and headquartered in Mexico.
8 Grupo maintained a brokerage account in Houston, Texas at Global
9 Financial Services, Inc. ("Global Financial"). Grupo's purported
10 business was to provide sales representation services for
11 companies like Company LM that had business with CFE. Grupo was
12 Company LM's sales representative in Mexico and received a
13 percentage of the revenue Company LM received from its contracts
14 with CFE. Company LM obtained multiple contracts with CFE while
15 using Grupo as its sales representative. In light of the
16 foregoing, Grupo was an agent of a domestic concern, as those
17 terms are defined in the FCPA, 15 U.S.C. § 78dd-2(h)(1).

18 10. Defendant ENRIQUE FAUSTINO AGUILAR NORIEGA ("ENRIQUE
19 AGUILAR") was born in Mexico and was a lawful permanent resident
20 of the United States. Defendant ENRIQUE AGUILAR was a Director
21 of Grupo and was hired by Company LM to obtain contracts from
22 CFE. In light of the foregoing, defendant ENRIQUE AGUILAR was a
23 "domestic concern" and an agent of a domestic concern as those
24 terms are defined in the FCPA, 15 U.S.C. § 78dd-2(h)(1).

25 11. Defendant ANGELA MARIA GOMEZ AGUILAR, also known as
26 ("aka") "Angela Maria Gomez Aguilar," "Angela Maria Cepeda Gomez
27 Aguilar," "Angela Gomez Cepeda" ("ANGELA AGUILAR"), was a citizen
28 of Mexico. Defendant ANGELA AGUILAR served as an Officer and a

1 Director of Grupo. In that position, defendant ANGELA AGUILAR
2 managed Grupo's finances and was the sole signatory on Grupo's
3 Global Financial brokerage account.

4 12. Sorvill International S.A. ("Sorvill") was a company
5 incorporated in Panama and headquartered in Mexico. Sorvill
6 maintained bank accounts in Germany and Switzerland. Like Grupo,
7 Sorvill's purported business was to provide sales representation
8 for companies that had business with CFE. Defendant ENRIQUE
9 AGUILAR was also the Director of Sorvill, and defendants ENRIQUE
10 AGUILAR and ANGELA AGUILAR both had signatory authority over
11 Sorvill's bank accounts.

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1 thereof to affect and influence acts and decisions of such
2 government and instrumentalities, in order to assist defendant
3 ENRIQUE AGUILAR, Grupo, co-conspirators President KL, Vice
4 President SL, Company LM, and others in obtaining and retaining
5 business for and with, and directing business to, Company LM, in
6 violation of Title 15, United States Code, Sections 78dd-2(a).

7 B. THE MANNER AND MEANS OF THE CONSPIRACY

8 3. The object of the conspiracy was carried out, and was
9 to be carried out, in substance, as follows:

10 a. Defendant ENRIQUE AGUILAR would contact co-
11 conspirators President KL and Vice President SL and offer to
12 become Company LM's sales representative in Mexico in exchange
13 for a thirty percent commission on all of the goods and services
14 Company LM sold to CFE.

15 b. Co-conspirators President KL and Vice President
16 SL would agree to pay defendant ENRIQUE AGUILAR a thirty percent
17 commission into Grupo's brokerage account at Global Financial,
18 even though it was significantly higher than the commission
19 Company LM had paid to its previous sales representative in
20 Mexico, while knowing defendant ENRIQUE AGUILAR had a close
21 personal relationship with Official 1 and would use all or a
22 portion of the thirty percent commission to pay Official 1 and
23 others bribes in exchange for CFE awarding Company LM contracts.

24 c. Co-conspirator Vice President SL would increase
25 the costs of the goods and services Company LM sold to CFE by
26 thirty percent to ensure that the added cost of paying defendant
27 ENRIQUE AGUILAR his thirty percent commission was absorbed by CFE
28 and not Company LM.

1 d. When Company LM was awarded contracts by CFE,
2 defendant ENRIQUE AGUILAR would cause invoices from Grupo to be
3 submitted to Company LM totaling thirty percent of the contract
4 price, which was the amount co-conspirators President KL and Vice
5 President SL had agreed to pay defendant ENRIQUE AGUILAR for
6 serving as Company LM's sales representative to CFE.

7 e. In order to conceal the fact that defendant
8 ENRIQUE AGUILAR was receiving a thirty percent commission from
9 Company LM, defendant ENRIQUE AGUILAR would at times cause the
10 invoices to falsely state that only half of the money owed to
11 Grupo (that is, fifteen percent of the contract price) was a
12 commission and that the remaining fifteen percent was for other
13 services purportedly rendered by Grupo.

14 f. Co-conspirator Vice President SL would wire
15 the money requested in the fraudulent invoices into Grupo's
16 brokerage account at Global Financial, while knowing the invoices
17 were fraudulent and that all or a portion of the money would be
18 used to pay bribes to Official 1 and others at CFE.

19 C. OVERT ACTS

20 4. In furtherance of the conspiracy and to accomplish its
21 object, defendant ENRIQUE AGUILAR, together with others known and
22 unknown to the Grand Jury, committed and willfully caused others
23 to commit the following overt acts, among others, in the Central
24 District of California, and elsewhere:

25 The Agreement

26 Overt Act No. 1: In or around 2002, Vice President SL
27 entered into an agreement with defendant ENRIQUE AGUILAR on
28 behalf of Company LM in which Company LM agreed to hire defendant

1 ENRIQUE AGUILAR as its sales representative in Mexico and to pay
2 him a thirty percent commission on all of the contracts that
3 Company LM obtained from CFE.

4 The Fraudulent Invoices

5 5. On or about the following dates, defendant ENRIQUE
6 AGUILAR caused the following invoices to be submitted from Grupo
7 to Company LM, fraudulently stating that Grupo had rendered
8 various services to Company LM, which invoices coconspirator Vice
9 President SL later paid, either in whole or in part, knowing they
10 were fraudulent:

| <i>Overt Act</i> | <i>Date</i> | <i>Inv.</i> | <i>Amount</i> |
|--------------------------|----------------|-------------|---------------|
| <u>Overt Act No. 2:</u> | Aug. 1, 2002 | 101 | \$174,326.06 |
| <u>Overt Act No. 3:</u> | Aug. 2, 2002 | 102 | \$174,326.06 |
| <u>Overt Act No. 4:</u> | Sept. 8, 2002 | 111 | \$84,012.11 |
| <u>Overt Act No. 5:</u> | Oct. 2, 2003 | 112 | \$86,111.00 |
| <u>Overt Act No. 6:</u> | Oct. 2, 2003 | 113 | \$149,663.00 |
| <u>Overt Act No. 7:</u> | Oct. 21, 2003 | 114 | \$149,663.00 |
| <u>Overt Act No. 8:</u> | Oct. 31, 2003 | 116 | \$84,459.00 |
| <u>Overt Act No. 9:</u> | Nov. 28, 2003 | 117 | \$44,162.00 |
| <u>Overt Act No. 10:</u> | Nov. 28, 2003 | 118 | \$44,162.00 |
| <u>Overt Act No. 11:</u> | Dec. 19, 2003 | 119 | \$112,079.42 |
| <u>Overt Act No. 12:</u> | Dec. 19, 2003 | 120 | \$112,079.42 |
| <u>Overt Act No. 13:</u> | Dec. 19, 2003 | 121 | \$54,251.10 |
| <u>Overt Act No. 14:</u> | Dec. 19, 2003 | 122 | \$54,251.10 |
| <u>Overt Act No. 15:</u> | June 25, 2004 | 123 | \$53,778.00 |
| <u>Overt Act No. 16:</u> | Dec. 21, 2004 | 126 | \$134,061.00 |
| <u>Overt Act No. 17:</u> | Sept. 26, 2006 | 132 | \$109,879.38 |
| <u>Overt Act No. 18:</u> | Sept. 28, 2006 | 133 | \$42,104.40 |

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|----|--------------------------|----------------|-----|----------------|
| 1 | <u>Overt Act No. 19:</u> | Oct. 25, 2006 | 134 | \$92,116.74 |
| 2 | <u>Overt Act No. 20:</u> | Nov. 10, 2006 | 135 | \$1,567,416.00 |
| 3 | <u>Overt Act No. 21:</u> | Nov. 21, 2006 | 137 | \$1,567,416.00 |
| 4 | <u>Overt Act No. 22:</u> | Jan. 10, 2007 | 139 | \$121,642.00 |
| 5 | <u>Overt Act No. 23:</u> | Jan. 17, 2007 | 140 | \$100,917.00 |
| 6 | <u>Overt Act No. 24:</u> | Jan. 17, 2007 | 141 | \$80,242.00 |
| 7 | <u>Overt Act No. 25:</u> | Feb. 9, 2007 | 142 | \$115,879.56 |
| 8 | <u>Overt Act No. 26:</u> | July 2, 2007 | 143 | \$15,348.50 |
| 9 | <u>Overt Act No. 27:</u> | Sept. 13, 2007 | 144 | \$260,468.00 |
| 10 | <u>Overt Act No. 28:</u> | Oct. 10, 2007 | 145 | \$9,155.00 |
| 11 | <u>Overt Act No. 29:</u> | March 28, 2008 | 148 | \$230,333.00 |
| 12 | <u>Overt Act No. 30:</u> | March 28, 2008 | 149 | \$13,078.00 |

13 The Corrupt Payments to Foreign Officials

14 Overt Act No. 31: On or about July 13, 2006, defendant
15 ENRIQUE AGUILAR and others known and unknown to the Grand Jury
16 caused a letter to be submitted to Global Financial authorizing
17 the transfers of funds from Grupo's Global Financial brokerage
18 account to pay the credit card bills for Official 1's American
19 Express credit card "in full every month, until further notice,"
20 which included the false explanation that Official 1 was the
21 "brother-in-law of company owner."

22 Overt Act No. 32: On or about August 23, 2006, defendant
23 ENRIQUE AGUILAR aided Official 1 in purchasing an 82-foot yacht
24 named the *Dream Seeker* for \$1,800,010, which Official 1 later
25 accepted as the true purchaser of the yacht.

26 Overt Act No. 33: On or about August 24, 2006, defendant
27 ENRIQUE AGUILAR caused a wire transfer to South Shore Yacht Sales
28 Trust from Sorvill's Swiss bank account in the amount of

1 approximately \$360,000, as partial payment for the *Dream Seeker*
2 yacht purchased for Official 1.

3 Overt Act No. 34: On or about August 28, 2006, defendant
4 ENRIQUE AGUILAR and others known and unknown to the Grand Jury
5 caused the issuance of a check to South Shore Yacht Sales Trust
6 from Grupo's Global Financial brokerage account for approximately
7 \$540,000, as partial payment for the *Dream Seeker* yacht purchased
8 for Official 1.

9 Overt Act No. 35: On or about September 8, 2006, defendant
10 ENRIQUE AGUILAR caused a wire transfer to South Shore Yacht Sales
11 Trust from Sorvill's Swiss bank account in the amount of
12 approximately \$450,000, as partial payment for the *Dream Seeker*
13 yacht purchased for Official 1.

14 Overt Act No. 36: On or about November 30, 2006, defendant
15 ENRIQUE AGUILAR and others known and unknown to the Grand Jury
16 caused a wire transfer in the amount of approximately \$250,000
17 from Grupo's Global Financial brokerage account to a Banco
18 Popular account ending xx370, which falsely stated that the wire
19 transfer was going to Official 2's female relative for "payment
20 for professional services advice."

21 Overt Act No. 37: In or around November 2006, defendant
22 ENRIQUE AGUILAR caused a signed International Sales
23 Representative Agreement to be submitted to Global Financial,
24 which falsely stated that Official 2's female relative was a
25 sales representative for Grupo.

26 Overt Act No. 38: On or about November 30, 2006, defendant
27 ENRIQUE AGUILAR and others known and unknown to the Grand Jury
28 caused a wire transfer in the amount of approximately \$250,000

1 from Grupo's Global Financial brokerage account to a Banco
2 Popular account ending xx581, which falsely stated that the wire
3 transfer was going to Official 2's male relative for "payment for
4 professional services advice."

5 Overt Act No. 39: In or around November 2006, defendant
6 ENRIQUE AGUILAR caused a signed International Sales
7 Representative Agreement to be submitted to Global Financial,
8 which falsely stated that Official 2's male relative was a sales
9 representative for Grupo.

10 Overt Act No. 40: On or about February 16, 2007, defendant
11 ENRIQUE AGUILAR and others known and unknown to the Grand Jury
12 caused the issuance of a check to Ferrari of Beverly Hills from
13 Grupo's Global Financial brokerage account for approximately
14 \$297,500 to purchase a 2005 Ferrari Spyder (the "Ferrari") for
15 Official 1.

16 Overt Act No. 41: In or around February 2007, defendant
17 ENRIQUE AGUILAR and others known and unknown to the Grand Jury
18 caused a statement of facts, which authorized Official 1 to pick
19 up the Ferrari titled in defendant ENRIQUE AGUILAR's name, to be
20 submitted to Ferrari of Beverly Hills.

21 Overt Act No. 42: In or around March 2007, defendant
22 ENRIQUE AGUILAR caused a car insurance policy on the Ferrari to
23 be issued under his own name but listed Official 1 as a driver of
24 the Ferrari on the policy.

25 Overt Act No. 43: On or about March 9, 2007, defendant
26 ENRIQUE AGUILAR caused a wire transfer in the amount of
27 approximately \$45,000 from Sorvill's Swiss bank account to a
28 Banner Bank account number ending in xx227 to be applied to an

1 escrow on behalf of Official 1's half brother CM.

2 Overt Act No. 44: On or about March 14, 2007, defendant
3 ENRIQUE AGUILAR caused a wire transfer in the amount of
4 approximately \$50,000 from Sorvill's Swiss bank account to a
5 Banco Popular account number ending in xx370, which stated that
6 the transfer was going to Official 2's mother as a "consulting
7 fee."

8 Overt Act No. 45: On or about March 14, 2007, defendant
9 ENRIQUE AGUILAR caused a wire transfer in the amount of
10 approximately \$50,000 from Sorvill's Swiss bank account to a
11 Banco Popular account number ending in xx581, which stated that
12 the transfer was going to Official 2's brother as a "consulting
13 fee."

1 COUNTS TWO THROUGH FIVE

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

3 1. The Grand Jury incorporates and realleges the
4 allegations contained in paragraphs 1 through 12 in the
5 Introductory Allegations above as though fully set forth in their
6 entirety here.

7 2. On or about the dates set forth below, in Los Angeles
8 County, within the Central District of California, and elsewhere,
9 defendant ENRIQUE AGUILAR, who was a domestic concern and agent
10 of a domestic concern within the meaning of the FCPA, willfully
11 made use of, and aided, abetted, and caused others to make use
12 of, the mails and means and instrumentalities of interstate
13 commerce corruptly in furtherance of an offer, payment, promise
14 to pay, and authorization of the payment of any money, offer,
15 gift, promise to give, and authorization of the giving of
16 anything of value to any foreign official, and to any person,
17 while knowing that all or a portion of the money and thing of
18 value would be and had been be offered, given, and promised,
19 directly and indirectly, to any foreign official for the purposes
20 of: (i) influencing acts and decisions of such foreign official
21 in his official capacity; (ii) inducing such foreign official to
22 do and omit to do acts in violation of the lawful duty of such
23 official; (iii) securing an improper advantage; and (iv) inducing
24 such foreign official to use his influence with a foreign
25 government and instrumentalities thereof to affect and influence
26 acts and decisions of such government and instrumentalities, in
27 order to assist defendant ENRIQUE AGUILAR, Grupo, President KL,
28 Vice President SL, and Company LM, and others known and unknown

1 to the Grand Jury, in obtaining and retaining business for and
2 with, and directing business to Company LM, as follows:

| <u>COUNT</u> | <u>DATE</u> | <u>MEANS AND INSTRUMENTALITIES OF INTERSTATE AND INTERNATIONAL COMMERCE</u> |
|--------------|-------------|--|
| TWO | 11/1/2006 | Wire transfer of approximately \$92,116.74 from Company LM's Preferred Bank account in California to Grupo's Global Financial brokerage account in Texas |
| THREE | 11/17/2006 | Wire transfer of approximately \$1,567,416.00 from Company LM's Preferred Bank account in California to Grupo's Global Financial brokerage account in Texas |
| FOUR | 11/28/2006 | Wire transfer of approximately \$1,567,416.00 from Company LM's Preferred Bank account in California to Grupo's Global Financial brokerage account in Texas |
| FIVE | 9/17/2007 | Wire transfer of approximately \$260,468 from Company LM's California United Bank account in California to Grupo's Global Financial brokerage account in Texas |

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COUNT SIX

[18 U.S.C. § 1956(h)]

1. The Grand Jury incorporates and realleges the allegations contained in paragraphs 1 through 12 in the Introductory Allegations above as though fully set forth in their entirety here.

A. THE OBJECTS OF THE CONSPIRACY

2. From in or around 2002, through in or around March 2009, the exact dates being unknown to the Grand Jury, in Los Angeles County, in the Central District of California, and elsewhere, defendants ENRIQUE AGUILAR and ANGELA AGUILAR did willfully, that is, with the intent to further the objects of the conspiracy, and knowingly combine, conspire, confederate, and agree with each other and with other persons known and unknown to the Grand Jury, including Company LM, co-conspirators President KL, Vice President SL, and Grupo, to commit offenses under Title 18, United States Code, Sections 1956 and 1957, namely:

a. knowing that the property involved in the financial transaction represented the proceeds of some form of unlawful activity, to conduct financial transactions affecting interstate and foreign commerce, which financial transactions involved the proceeds of specified unlawful activity, knowing that the transactions were designed in whole and in part to conceal and disguise the nature, the location, the source, the ownership, and the control of the proceeds of said specified unlawful activity, in violation of Title 18, United States Code, Section 1956(a)(1)(B)(i);

1 b. to knowingly transport, transmit, and transfer,
2 and willfully cause others to transport, transmit, and transfer,
3 monetary instruments and funds from a place in the United States
4 to a place outside the United States, intending that each of the
5 transactions, in whole and in part, promote the carrying on of a
6 specified unlawful activity, in violation of Title 18, United
7 States Code Section 1956(a)(2)(A); and

8 c. to engage in a monetary transaction by, through,
9 and to a financial institution, in and affecting interstate and
10 international commerce, in criminally derived property that was
11 of a value greater than \$10,000.00, that is, the deposit,
12 withdrawal, transfer and exchange of U.S. currency, funds and
13 monetary instruments, such property having been derived from
14 specified unlawful activity, in violation of Title 18, United
15 States Code, Section 1957.

16 B. THE MANNER AND MEANS OF THE CONSPIRACY

17 3. The objects of the conspiracy were carried out, and to
18 be carried out, in substance, as follows:

19 4. Defendant ENRIQUE AGUILAR, co-conspirators President KL
20 and Vice President SL, and others known and unknown to the Grand
21 Jury would cause bribes to Official 1 and Official 2 to be paid
22 into Grupo's brokerage account at Global Financial, in violation
23 of the Foreign Corrupt Practices Act, Title 15, United States
24 Code, Section 78dd-2, and in violation of the criminal bribery
25 laws of Mexico, Article 222 of the Federal Penal Code of the
26 United Mexican States.

27 5. Defendants ENRIQUE AGUILAR and ANGELA AGUILAR would
28 take a portion of the money paid to Grupo's brokerage account at

1 Global Financial and engage in monetary transactions designed to:
2 (1) conceal the source of the moneys and the fact that they were
3 bribes to Official 1 and Official 2; (2) promote the payment of
4 bribes through international monetary transactions for the
5 benefit of Official 1 and Official 2; and (3) engage in monetary
6 transactions of a value greater than \$10,000 using criminally
7 derived property.

8 C. OVERT ACTS

9 6. In furtherance of the conspiracy and to accomplish its
10 objects, defendants ENRIQUE AGUILAR and ANGELA AGUILAR, together
11 with others known and unknown to the Grand Jury, committed and
12 willfully caused others to commit the following overt acts, among
13 others, in the Central District of California, and elsewhere:

14 Overt Act No. 1: On or about July 13, 2006, defendant
15 ENRIQUE AGUILAR and defendant ANGELA AGUILAR caused a letter to
16 be submitted to Global Financial authorizing the transfers of
17 funds from Grupo's Global Financial brokerage account to pay the
18 credit card bills for Official 1's American Express credit card
19 "in full every month, until further notice," which included the
20 false explanation that Official 1 was the "brother-in-law of
21 company owner."

22 Overt Act No. 2: On or about August 23, 2006, defendant
23 ENRIQUE AGUILAR aided Official 1 in purchasing an 82-foot yacht
24 named the *Dream Seeker* for \$1,800,010, which Official 1 later
25 accepted as the true purchaser of the yacht.

26 Overt Act No. 3: On or about August 24, 2006, defendant
27 ENRIQUE AGUILAR caused a wire transfer to South Shore Yacht Sales
28 Trust from Sorvill's Swiss bank account in the amount of

1 approximately \$360,000, as partial payment for the *Dream Seeker*
2 yacht purchased for Official 1.

3 Overt Act No. 4: On or about August 28, 2006, defendant
4 ENRIQUE AGUILAR and defendant ANGELA AGUILAR caused the issuance
5 of a check to South Shore Yacht Sales Trust from Grupo's Global
6 Financial brokerage account for approximately \$540,000, as
7 partial payment for the *Dream Seeker* yacht purchased for Official
8 1.

9 Overt Act No. 5: On or about September 8, 2006, defendant
10 ENRIQUE AGUILAR caused a wire transfer to South Shore Yacht Sales
11 Trust from Sorvill's Swiss bank account in the amount of
12 approximately \$450,000, as partial payment for the *Dream Seeker*
13 yacht purchased for Official 1.

14 Overt Act No. 6: On or about November 30, 2006, defendant
15 ENRIQUE AGUILAR and defendant ANGELA AGUILAR caused a wire
16 transfer in the amount of approximately \$250,000 from Grupo's
17 Global Financial brokerage account to a Banco Popular account
18 ending xx370, which falsely stated that the wire transfer was
19 going to Official 2's female relative for "payment for
20 professional services advice."

21 Overt Act No. 7: In or around November 2006, defendant
22 ENRIQUE AGUILAR caused a signed International Sales
23 Representative Agreement to be submitted to Global Financial,
24 which falsely stated that Official 2's female relative was a
25 sales representative for Grupo.

26 Overt Act No. 8: On or about November 30, 2006, defendant
27 ENRIQUE AGUILAR and defendant ANGELA AGUILAR caused a wire
28 transfer in the amount of approximately \$250,000 from Grupo's

1 Global Financial brokerage account to a Banco Popular account
2 ending xx581, which falsely stated that the wire transfer was
3 going to Official 2's male relative for "payment for professional
4 services advice."

5 Overt Act No. 9: In or around November 2006, defendant
6 ENRIQUE AGUILAR caused a signed International Sales
7 Representative Agreement to be submitted to Global Financial,
8 which falsely stated that Official 2's male relative was a sales
9 representative for Grupo.

10 Overt Act No. 10: On or about February 16, 2007, defendant
11 ENRIQUE AGUILAR and defendant ANGELA AGUILAR caused the issuance
12 of a check to Ferrari of Beverly Hills from Groupo's Global
13 Financial brokerage account for approximately \$297,500 to
14 purchase a 2005 Ferrari Spyder (the "Ferrari") for Official 1.

15 Overt Act No. 11: In or around February 2007, defendant
16 ENRIQUE AGUILAR and defendant ANGELA AGUILAR caused a statement
17 of facts, which authorized Official 1 to pick up the Ferrari
18 titled in defendant ENRIQUE AGUILAR's name, to be submitted to
19 Ferrari of Beverly Hills.

20 Overt Act No. 12: In or around March 2007, defendant
21 ENRIQUE AGUILAR caused a car insurance policy on the Ferrari to
22 be issued under his own name but listed Official 1 as a driver of
23 the Ferrari on the policy.

24 Overt Act No. 13: On or about March 9, 2007, defendant
25 ENRIQUE AGUILAR caused a wire transfer in the amount of
26 approximately \$45,000 from Sorvill's Swiss bank account to a
27 Banner Bank account number ending in xx227 to be applied to an
28 escrow on behalf of Official 1's half brother CM.

1 Overt Act No. 14: On or about March 14, 2007, defendant
2 ENRIQUE AGUILAR caused a wire transfer in the amount of
3 approximately \$50,000 from Sorvill's Swiss bank account to a
4 Banco Popular account number ending in xx370, which stated that
5 the transfer was going to Official 2's mother as a "consulting
6 fee."

7 Overt Act No. 15: On or about March 14, 2007, defendant
8 ENRIQUE AGUILAR caused a wire transfer in the amount of
9 approximately \$50,000 from Sorvill's Swiss bank account to a
10 Banco Popular account number ending in xx581, which stated that
11 the transfer was going to Official 2's brother as a "consulting
12 fee."

COUNT SEVEN

[18 U.S.C. § 1956(a)(1)(B)(i); 18 U.S.C. § 2]

1. The Grand Jury incorporates and realleges the allegations contained in paragraphs 1 through 12 in the Introductory Allegations above as though fully set forth in their entirety here.

2. On or about the following date, in Los Angeles County, in the Central District of Los Angeles, and elsewhere, defendants ENRIQUE AGUILAR and ANGELA AGUILAR, together with and aided and abetted by others known and unknown to the Grand Jury, knowing that the property involved in the financial transaction described below represented the proceeds of some form of unlawful activity, conducted, and willfully caused others to conduct, the following financial transaction affecting interstate commerce, which transaction in fact involved the proceeds of specified unlawful activity, namely, a violation of the Foreign Corrupt Practices Act and a violation of the criminal bribery laws of Mexico, as set forth in Article 222 of the Federal Penal Code of the United Mexican States, knowing that the transaction was designed in whole and in part to conceal and disguise the nature, location, source, ownership, and control of the proceeds of such specified unlawful activity:

| <u>DATE</u> | <u>FINANCIAL TRANSACTION</u> |
|-------------|------------------------------|
|-------------|------------------------------|

| | |
|---------|--|
| 2/16/07 | The deposit of a check issued from Grupo's Global Financial brokerage account ending XX964 for approximately \$297,500 into a Pacific Western Bank account ending in XX200 for the purchase of a Ferrari in Beverly Hills in California. |
|---------|--|

1 NOTICE OF FORFEITURE I

2 [18 U.S.C. § 981(a)(1)(C); 28 U.S.C. § 2461(c); 21 U.S.C. § 853]

3 1. The Grand Jury incorporates and realleges all of the
4 allegations contained in the Introductory Allegations and Counts
5 One through Five above as though fully set forth in their
6 entirety here for the purpose of alleging forfeiture pursuant to
7 the provisions of Title 18, United States Code, Section
8 981(a)(1)(C), Title 28, United States Code, Section 2461(c), and
9 Title 21, United States Code, Section 853.

10 2. Pursuant to Title 18, United States Code, Section
11 981(a)(1)(C), Title 28, United States Code, Section 2461(c), and
12 Title 21, United States Code, Section 853, defendant ENRIQUE
13 AGUILAR, if convicted of any of the offenses charged in Counts
14 One through Five of this Indictment, shall forfeit to the United
15 States the following property:

16 a. All rights, title, and interest in any and all
17 property, real or personal, which constitutes or is
18 derived from proceeds traceable to such offenses,
19 including without limitation:

20 1. Bluffview Securities, LP account ending in
21 account number xx558;

22 b. A sum of money equal to the total amount of
23 proceeds derived from each such offense for which
24 defendant ENRIQUE AGUILAR is convicted, or for which
25 defendant ENRIQUE AGUILAR may be held jointly and
26 severally liable.

27 3. Pursuant to Title 21, United States Code, Section
28 853(p), as incorporated by Title 28, United States Code, Section

1 2461(c), defendant ENRIQUE AGUILAR, if so convicted, shall
2 forfeit substitute property, up to the total value of the
3 property described in paragraph 2 above, if, by any act or
4 omission of the defendant, the property described in paragraph 2,
5 or any portion thereof, (a) cannot be located upon the exercise
6 of due diligence; (b) has been transferred or sold to, or
7 deposited with, a third party; (c) has been placed beyond the
8 jurisdiction of the court; (d) has been substantially diminished
9 in value; or (e) has been commingled with other property that
10 cannot be divided without difficulty.

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1 NOTICE OF FORFEITURE II

2 [18 U.S.C. § 982(a)(1) and 21 U.S.C. § 853]

3 1. The Grand Jury incorporates and realleges all of the
4 allegations contained in the Introductory Allegations and Counts
5 Six and Seven above as though fully set forth in their entirety
6 here for the purpose of alleging forfeiture pursuant to the
7 provisions of Title 18, United States Code, Section 982(a)(1) and
8 Title 21, United States Code, Section 853.

9 2. Pursuant to Title 18, United States Code,
10 Section 982(a)(1), each of defendants ENRIQUE AGUILAR and ANGELA
11 AGUILAR convicted under Count Six and/or Count Seven of this
12 Indictment shall forfeit to the United States the following
13 property:

14 a. All rights, title, and interest in any and all
15 property involved in each offense committed in violation of Title
16 18, United States Code, Section 1956, or conspiracy to commit
17 such offense, for which the defendant is convicted, and all
18 property traceable to such property, including the following:

19 (1) all money or other property that was the
20 subject of each transaction in violation of Title 18, United
21 States Code, Sections 1956(a)(1)(A)(I) and/or 1956(h);

22 (2) all commissions, fees, and other property
23 constituting proceeds obtained as a result of those violations;

24 (3) all property used in any manner or part to
25 commit or to facilitate the commission of those violations; and

26 (4) all property traceable to money or property
27 described in this paragraph 2.a.(1) to 2.a.(3).

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1 b. A sum of money equal to the total amount of money
2 involved in each offense committed in violation of Title 18,
3 United States Code, Section 1956, or conspiracy to commit such
4 offense, for which the defendant is convicted.

5 3. If, as a result of any act or omission by defendants
6 ENRIQUE AGUILAR and ANGELA AGUILAR, any of the foregoing money or
7 property (a) cannot be located upon the exercise of due
8 diligence; (b) has been transferred or sold to, or deposited
9 with, a third party; (c) has been placed beyond the jurisdiction
10 of the court; (d) has been substantially diminished in value; or
11 (e) has been commingled with other property that cannot be
12 subdivided without difficulty, then any other property or
13 interests of that defendant, up to the value of the money and

14 //

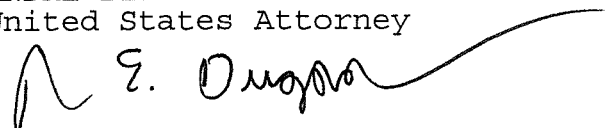
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1 property described in the preceding paragraph of this Indictment,
2 shall be subject to forfeiture to the United States.

3
4 A TRUE BILL

5
6
7 Foreperson

8
9 ANDRÉ BIROTTE JR.
United States Attorney

10 
11 ROBERT E. DUGDALE
Assistant United States Attorney
12 Chief, Criminal Division

13 DOUGLAS M. MILLER
Assistant United States Attorney
14 Public Corruption & Civil Rights Section

15
16 DENIS J. McINERNEY, Chief
Fraud Section, Criminal Division
17 U.S. Department of Justice

18 NICOLA J. MRAZEK, Senior Trial Attorney
Fraud Section, Criminal Division
19 U.S. Department of Justice