

IN THE UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

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U.S. DISTRICT COURT
SOUTHERN DIST. OHIO
EASTERN DIV. COLUMBUS

UNITED STATES OF AMERICA

Plaintiff,

v.

PETROS CONTOGURIS, a/k/a,
PETROS CONTOGURIS-TROEMEL,
VITALY LESHKOV,
AZAT MARTIROSSIAN, a/k/a,
AZAT MARTIROSYAN,

Defendants.

CASE NO. 2:17-cr-233
CHIEF JUDGE EDMUND A.
SARGUS, JR.

SUPERSEDING INDICTMENT

18 U.S.C. § 371
15 U.S.C. § 78dd-2
18 U.S.C. § 1956(h)
18 U.S.C. § 1956(a)(2)(A) & (B)
18 U.S.C. § 2
FORFEITURE

THE GRAND JURY CHARGES:

INTRODUCTION

At all times relevant to this Indictment:

Certain Relevant Persons and Entities

1. Rolls-Royce Energy Systems, Inc. ("RRESI"), was a United States company headquartered in the Southern District of Ohio, and thus was a "domestic concern" within the meaning of the Foreign Corrupt Practices Act of 1977 ("FCPA"), Title 15, United States Code, Section 78dd-2. RRESI was an indirect subsidiary of Rolls-Royce plc ("Rolls-Royce"), a publicly traded company in the United Kingdom, which was a holding company with major business operations in the civil, aerospace, defense, marine, and energy sectors worldwide. RRESI produced and supplied compressors and power turbines and provided aftermarket services for oil and gas and power generation projects in a number of countries worldwide, including Kazakhstan.

2. Asia Gas Pipeline, LLP (“AGP”) was a state-owned joint venture between Kazakhstan’s KazMunayGas and China’s National Petroleum Corporation that was created to build and connect a gas pipeline between Kazakhstan and China. KazMunayGas was controlled by Kazakhstan and performed government functions on behalf of Kazakhstan. China National Petroleum Corporation was controlled by China and performed government functions on behalf of China. In addition, AGP was controlled by the Kazakh and Chinese governments and performed government functions for Kazakhstan and China. Thus, KazMunayGas, China National Petroleum Corporation, and AGP were each an “instrumentality” within the meaning of the FCPA.

3. “Technical Advisor,” a company whose identity is known to the Grand Jury, was an international engineering and consulting firm with offices worldwide. Technical Advisor purported to provide independent engineering advice and project management in a number of business sectors, such as national infrastructure, oil and gas, and energy. Technical Advisor was retained by AGP to assist it in designing bid specifications and evaluating and awarding bids. In that capacity, Technical Advisor and its employees assigned to work on AGP projects were acting in “an official capacity for and on behalf of” AGP and its joint venture owners within the meaning of the FCPA.

4. Defendant **PETROS CONTOGURIS, a/k/a PETROS CONTOGURIS-TROEMEL (“CONTOGURIS”)**, a Greek national and resident of Istanbul, Turkey, was the founder and Chief Executive Officer of Gravitas & CIE International Ltd. (“Gravitas”), a Turkey-based commercial agent and advisor for various oil and gas projects throughout the world. **CONTOGURIS** was a commercial agent for RRESI on the Asia Gas Pipeline project in Kazakhstan. **CONTOGURIS** was an “agent” of a domestic concern within the meaning of the FCPA.

5. Defendant **VITALY LESHKOV** (“**LESHKOV**”) was a Russian national and employee of the Almaty, Kazakhstan office of Technical Advisor. As an employee of Technical Advisor assigned to work on the AGP projects, **LESHKOV** had the ability to exert influence over decisions at AGP, and he acted in “an official capacity for and on behalf of” AGP and its joint venture owners within the meaning of the FCPA.

6. Defendant **AZAT MARTIROSSIAN**, a/k/a **AZAT MARTIROSYAN** (“**MARTIROSSIAN**”), was an Armenian national and employee of the Beijing, China office of Technical Advisor. Before working with Technical Advisor, **MARTIROSSIAN** formerly was Armenia’s ambassador to China. As an employee of Technical Advisor assigned to work on the AGP projects, **MARTIROSSIAN** had the ability to exert influence over decisions at AGP, and he acted in “an official capacity for and on behalf of” AGP and its joint venture owners within the meaning of the FCPA.

7. Louis Zuurhout (“Zuurhout”) was a Dutch national and an employee of Dutch subsidiaries of Rolls-Royce with responsibility for selling equipment manufactured or assembled by RRESI.

8. Keith Barnett (“Barnett”) was a U.S. national and employee of Rolls-Royce with responsibility as a sales director for the sales of equipment manufactured and assembled by RRESI.

9. James Finley (“Finley”) was a U.K. national and an executive of Rolls-Royce with responsibility over the Rolls-Royce energy sales division, including the sale of equipment manufactured and assembled by RRESI and on behalf of Rolls-Royce-affiliated entities in multiple countries worldwide.

10. Andreas Kohler (“Kohler”) was an Austrian national and employee of the Munich, Germany office of Technical Advisor.

11. “Foreign Official 1,” an individual whose identity is known to the Grand Jury, was a high-ranking Kazakh official of KazMunayGas, and thus was a “foreign official” within the meaning of the FCPA. As an official of KazMunayGas, Foreign Official 1 had the authority to exert official influence over purchasing decisions at AGP. **CONTOGURIS**, **LESHKOV**, **MARTIROSSIAN**, and their co-conspirators often referred to Foreign Official 1 as “Fox” or “Fuchs.”

12. “Foreign Representative,” an individual whose identity is known to the Grand Jury, was a Kazakh businessman and former Kazakh government official who acted as an agent and representative for Foreign Official 1’s dealings with **CONTOGURIS**, Rolls-Royce, RRESI, Technical Advisor, **LESHKOV**, and their co-conspirators.

13. “Foreign Official 2,” an individual whose identity is known to the Grand Jury, was a high-ranking Chinese official of Petrochina and its subsidiaries, and thus was a “foreign official” within the meaning of the FCPA. As an official of Petrochina and its subsidiaries, Foreign Official 2 had the authority to exert official influence over purchasing decisions at AGP.

General Allegations

14. RRESI retained **CONTOGURIS** to pay bribes to various individuals, including Foreign Official 1, in order to help Rolls-Royce and RRESI secure and maintain contracts with AGP. After securing the contracts, RRESI paid **CONTOGURIS** a percentage of the payments it received from AGP, which **CONTOGURIS** in turn divided with **MARTIROSSIAN** and **LESHKOV**, with the understanding that a portion of that money would be provided to Foreign Official 1.

15. Specifically, in or around 2007, Kazakh and Chinese state-owned oil and gas companies entered into the AGP joint venture agreement to construct a gas pipeline stretching between Central Asia and China. Rolls-Royce, through RRESI, was among several companies

bidding for contracts in the construction of the pipeline beginning in or around 2008. Rolls-Royce employees, including Zuurhout, Barnett, and Finley, sought a commercial advisor with access to key decision-makers in Kazakhstan in order to secure some of the contracts that AGP was going to put out for tender. In particular, they had identified Foreign Official 1 as one of the key decision-makers and were exploring ways to set up a meeting with Foreign Official 1. In or around the same time, **CONTOGURIS** began working with **LESHKOV**, **MARTIROSSIAN**, and Kohler to find a company willing to pay them kickbacks in exchange for them helping that company win contracts with AGP, including by paying bribes to Foreign Official 1 and others.

16. Rolls-Royce and RRESI, through Zuurhout, Barnett, Finley, and others, began working toward an agreement with **CONTOGURIS**, **LESHKOV**, **MARTIROSSIAN**, Kohler, and others, in or around late 2008 when AGP was awarding the first project, Compressor Station 4. RRESI had put in its bid too late to influence the decision, however, and AGP awarded Compressor Station 4 to RRESI's main competitor, a U.S.-headquartered multinational company ("the Competitor"), in or around March 2009. The sides still continued to work on coming to an agreement whereby RRESI would pay **CONTOGURIS** a commission through his company Gravitas, which **CONTOGURIS**, Foreign Official 1, **LESHKOV**, **MARTIROSSIAN**, Kohler, and others, would split. AGP went on to award RRESI a contract for 11 of the 14 units comprising Compressor Stations 1, 2, 6 and 7 in or around November 2009 for approximately \$145 million. AGP then made payments to RRESI starting in early 2010, and RRESI in turn made commission payments to Gravitas. **CONTOGURIS** passed a portion of those commissions onto **LESHKOV** and **MARTIROSSIAN**, knowing that a portion of those commissions would be shared with Foreign Official 1 consistent with the corrupt agreement.

COUNT ONE
(Conspiracy to Violate the FCPA)

17. Paragraphs 1 through 16 are re-alleged and incorporated by reference as though fully set forth herein.

18. Beginning at least in or around 2008 and continuing through in or around 2012, within the Southern District of Ohio and elsewhere, the defendant,

PETROS CONTOGURIS, a/k/a
PETROS CONTOGURIS-TROEMEL,

did knowingly and willfully, that is, with the intent to further the objects of the conspiracy, combine, conspire, confederate, and agree with others known and unknown, including, among others, Zuurhout, Barnett, and Finley, to commit offenses against the United States, namely, to willfully make use of the mails and means and instrumentalities of interstate 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 a foreign official and to any person, while knowing that all, or a portion of such money and things of value would be and had been offered, given, and promised to a foreign official, for purposes of (i) influencing acts and decisions of such foreign official in his or 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 any improper advantage; and (iv) inducing such foreign official to use his or her influence with a foreign government and agencies and instrumentalities thereof, to affect and influence acts and decisions of such government and agencies and instrumentalities, in order to assist RRESI in obtaining and retaining business for and with, and directing business to, Rolls-Royce, RRESI, **CONTOGURIS**, and others, in violation of Title 15, United States Code, Section 78dd-2.

Objects of the Conspiracy

19. A principal purpose and object of the conspiracy was for **CONTOGURIS** and the co-conspirators to enrich themselves by paying bribes to foreign officials in order to obtain and retain business for Rolls-Royce, RRESI, and others, in connection with AGP's gas pipeline between Kazakhstan and China.

Manner and Means of the Conspiracy

20. The manner and means by which **CONTOGURIS**, together with his co-conspirators and others known and unknown to the Grand Jury, sought to accomplish the object of the conspiracy included, among other things, the following:

a. **CONTOGURIS**, Zuurhout, Barnett, Finley, Kohler, **LESHKOV**, **MARTIROSSIAN**, and others, used telephone calls, Short Message Service ("SMS") and text messages, and electronic mail ("e-mail"), among other means, to discuss bribe payments to foreign officials, including **LESHKOV**, **MARTIROSSIAN**, and Foreign Official 1, in connection with Rolls-Royce and RRESI's efforts to win business with AGP.

b. **CONTOGURIS**, Zuurhout, Barnett, Finley, Kohler, **LESHKOV**, **MARTIROSSIAN**, and others, traveled to and from the United States and several other countries to meet in person and arrange for bribe payments to be made to foreign officials, including **LESHKOV**, **MARTIROSSIAN**, and Foreign Official 1, in order to assist Rolls-Royce and RRESI in winning business with AGP.

c. **CONTOGURIS**, Zuurhout, Barnett, Finley, Kohler, **LESHKOV**, **MARTIROSSIAN**, and others, arranged meetings with Foreign Official 1 and Foreign Official 2 in order to solidify their influence in support of Rolls-Royce and RRESI's attempts to obtain and retain business from AGP.

d. **CONTOGURIS**, Zuurhout, Barnett, Finley, Kohler, **LESHKOV**, **MARTIROSSIAN**, and others, caused Rolls-Royce and RRESI to enter into an advisor agreement with Gravitas, through which Rolls-Royce and RRESI paid commissions to Gravitas, which included bribes bound for foreign officials, including **LESHKOV**, **MARTIROSSIAN**, and Foreign Official 1.

e. **CONTOGURIS**, Zuurhout, Barnett, Finley, Kohler, **LESHKOV**, **MARTIROSSIAN**, and others, took various surreptitious steps to promote and conceal the bribery scheme, including by (i) using code names, such as “Fox” and “Fuchs,” to refer to Foreign Official 1, and (ii) concealing the bribe payments to Foreign Official 1 within RRESI’s commission payments to Gravitas.

f. **CONTOGURIS**, Zuurhout, Barnett, Finley, Kohler, **LESHKOV**, **MARTIROSSIAN**, and others, transferred and caused to be transferred funds, including bribe payments, to and from bank accounts in the United States, Kazakhstan, the United Kingdom, the Bahamas, Singapore, Hong Kong, Switzerland, and elsewhere, to promote and conceal the bribery scheme.

g. **CONTOGURIS**, Zuurhout, Barnett, Finley, Kohler, **LESHKOV**, **MARTIROSSIAN**, and others, discussed and disseminated confidential and internal AGP and Technical Advisor documents and information to help Rolls-Royce and RRESI win business with AGP.

h. **CONTOGURIS**, Zuurhout, Barnett, Finley, Kohler, **LESHKOV**, **MARTIROSSIAN**, and others, used invoices in an attempt to provide the appearance of legitimacy to the commission payments and fund transfers.

Overt Acts

21. In furtherance of the conspiracy and to achieve the objects thereof, at least one of the co-conspirators committed, or caused to be committed, in the Southern District of Ohio and elsewhere, at least one of the following overt acts, among others:

22. On or about September 25, 2008, **CONTOGURIS**, Foreign Representative, and Zuurhout met in Moscow, Russia to discuss the ways in which **CONTOGURIS** and Foreign Representative could assist Rolls-Royce in winning business from AGP.

23. On or about September 27, 2008, RRESI submitted a bid to AGP for Compressor Station 4.

24. On or about October 30, 2008, **CONTOGURIS** and Finley flew to Kazakhstan, where they met with Foreign Official 1 and Foreign Representative.

25. On or about November 5, 2008, **LESHKOV** e-mailed **CONTOGURIS** about Foreign Official 1's availability to meet with Finley in London. **LESHKOV** wrote that Foreign Official 1, to whom he referred as "Mr. Fox," "advised not to worry for the tender," and that "the meeting in London will be an important one" and **CONTOGURIS** should "please keep warm RR."

26. On or about November 27, 2008, Finley met with Foreign Official 2 and **MARTIROSSIAN** in China and discussed potential business opportunities for Rolls-Royce with AGP, including supplying the gas turbine compressor packages for Compressor Station 4.

27. On or about December 3, 2008, **CONTOGURIS** flew to London, England, where he met with Finley, Kohler, Foreign Representative and Foreign Official 1.

28. On or about December 4, 2008, **CONTOGURIS** e-mailed Finley, copying Kohler, and recounting the December 3, 2008 meeting, stating:

[Kohler] and I sincerely hope that all of your concerns were laid to rest during the meeting with Mr. Fox. He has clearly taken a position and confirmed that [Foreign Representative] is designated as a welcome and reliable local partner. . . . You also saw how respectful [Foreign Representative] behaved vis-à-vis Mr. Fox. Everything is marching in the right direction.

Mr. Fox authorized [Kohler] to let you benefit from receiving information when and if it is being produced in order to give you more time to prepare. This is also an indication that he wanted you to know that he is the 'Master of the game'.

29. On or about December 12, 2008, **CONTOGURIS** e-mailed Zuurhout and Finley a copy of an internal AGP evaluation of the Competitor's bid for Compressor Station 4. **CONTOGURIS** wrote: "Job has not been awarded. Best tactic to follow is to let me know what we offer in terms of short and medium/long term remuneration scheme. Will process this through [Foreign Representative] and hope to turn it around. [**MARTIROSSIAN**] says Chinese have no objection. Please do not make available to anyone else but addresses."

30. On or about December 27, 2008, Finley e-mailed **CONTOGURIS** a proposed engagement letter between Rolls-Royce and Gravitass for the AGP project that provided for Gravitass to be paid a 2% commission on new equipment for the compressor stations on the pipeline and a 6% commission for aftermarket sales.

31. On or about December 27, 2008, **CONTOGURIS** replied to Finley's e-mail referenced in Paragraph 30 above, stating: "[**LESHKOV**] told me yesterday that [Foreign Representative] would like to meet in Zurich . . . and take it to the next level."

32. On or about December 27, 2008, **CONTOGURIS** forwarded to **LESHKOV** and Kohler the Rolls-Royce engagement letter from Finley and added a recap of where things stood, writing: "We met with Mr. Fox and [Foreign Representative] on June 28th . . . and agreed on the basic principle of cooperation. On the 29th of August we had the unsuccessful meeting with [the Competitor] and commenced the canvassing of RR." In the e-mail, **CONTOGURIS** also listed the meetings with Zuurhout, Barnett, and Finley over the previous few months, as well as "dozens

of e-mail exchanges and telephone calls,” before noting: “We are four partners, [MARTIROSSIAN], [LESHKOV], [Kohler] and the undersigned.”

33. On or about January 11, 2009, **CONTOGURIS** e-mailed **LESHKOV** and Kohler, and addressing **LESHKOV**, wrote:

It may be stated without any doubt that without the joint efforts of [Kohler], [LESHKOV] and the undersigned (augmented by the valiant efforts of our friend and partner in Peking, [MARTIROSSIAN]) the Kazakh Group led by [Foreign Representative] would not have been able to proceed to the status quo we have managed to be elevated to. . . . The ‘secret’ weapon without much doubt, is the responsible role that the [Technical Advisor] is requested to assist [AGP] with the adjudication process. . . . I will do my best to bring [Zuurhout] and [Barnett] to the state-of-mind that will predicate our presence. . . . [Y]our contribution is to keep Fox in-line with the decision making process, however [Kohler] needs to head our efforts to negotiate a workable and therefore profitable deal for us.

34. On or about January 15, 2009, Zuurhout, Barnett, and **CONTOGURIS** met with Foreign Representative and his Swiss lawyers in Zurich, Switzerland. At the meeting, Foreign Representative explained that Rolls-Royce’s proposed bribe of 2% of the price for new equipment sales that Rolls-Royce received was not acceptable. Foreign Representative instead demanded a bribe of 10% of the new equipment sales and threatened that Rolls-Royce would not win any business if it did not agree.

35. On or about January 19, 2009, **LESHKOV** e-mailed Kohler to update him on the Zurich meeting and wrote: “The main purpose was to find a deal for the future RR activity in Kz and upcoming tender for CS 4. . . . RR informed they have no objection to a deal, but they need a clear source and company to deal via.”

36. On or about January 19, 2009, **CONTOGURIS** e-mailed Zuurhout: “Please let me know whether or not I should try to utilize the forces of my friend and partner, [MARTIROSSIAN], to impress upon [the Chinese side of AGP], to consider y(our) offer rather than the one of [the Competitor].”

37. On or about January 19, 2009, Zuurhout replied to the e-mail referenced in Paragraph 36 above, stating: "Give it a go."

38. On or about January 20, 2009, Zuurhout e-mailed Barnett and Finley to report that he had a phone call with Kohler and **CONTOGURIS**, and "[LESHKOV] is to meet mr fox either tomorrow or friday. He needs input on how far rr is willing to go. As discussed with [Barnett] last week this need[s] to come from reallocating [*sic*] the percentages. After that [Finley] [w]ill need to meet mr fox to confirm this number on very short notice."

39. On or about January 26, 2009, **CONTOGURIS** sent an e-mail to Zuurhout, Barnett, and Finley, and wrote that in his "persistent effort to render every kind of conceivable effort and endeavor to assist RR energy to be awarded the CS 4 and/or other contracts," he was attaching internal AGP documents, which he summarized as demonstrating the Chinese side of AGP's preferences for certain turbine specifications that could favor the Competitor. **CONTOGURIS** also proposed that Finley "authorize [**MARTIROSSIAN**] to immediately mobilize his considerable resources that Chinese authorities insist vis-à-vis Kazakh to also consider RR offer in their comparison."

40. On or about January 26, 2009, **CONTOGURIS** forwarded to **MARTIROSSIAN** the e-mail referenced in Paragraph 39 above, and asked **MARTIROSSIAN** to confirm that he received it.

41. On or about January 26, 2009, **MARTIROSSIAN** replied to the e-mail referenced in Paragraph 40 above, stating, "Yes I received."

42. On or about January 26, 2009, Zuurhout replied to **CONTOGURIS**'s e-mail referenced in Paragraph 39 above: "As discussed earlier today we need all the support to turn Kazakhstan into our favor. Please ask you[r] friend [**MARTIROSSIAN**] to work from his angle. . . . I look forward to discuss [*sic*] our proposal . . . on the alternative solution to CS4."

43. On or about January 26, 2009, **CONTOGURIS** forwarded Zuurhout's reply in Paragraph 42 to **MARTIROSSIAN**, copied Kohler, and wrote: "[**MARTIROSSIAN**], Please read his answer, this is their clear authority to us . . . to proceed to try our utmost to save this CS 4 project. If you manage this with your top echelon contact, I am telling you and [Kohler] that they (RR) would even ask us if we could save their Chinese project. . . ."

44. On or about January 26, 2009, Kohler e-mailed **MARTIROSSIAN**: "Dear [**MARTIROSSIAN**], please do your utmost that [the Chinese partner at AGP] will consider RR's proposal and start negotiations with them soonest. Copy of the RR bid will be submitted to you immediately."

45. On or about January 26, 2009, **CONTOGURIS** forwarded to **MARTIROSSIAN** and Kohler an e-mail Zuurhout sent to **CONTOGURIS** about TRACE approval for Gravitas. **CONTOGURIS** wrote: "Dear [**MARTIROSSIAN**], . . . Once they send this conditions, they have already 'crossed' this line, i.e. they have internally decided to indeed work with us. Please note that this is their 'endorsement' of [Kohler], Azat [**MARTIROSSIAN**], Petros [**CONTOGURIS**], Vitaly [**LESHKOV**]."

46. On or about January 26, 2009, **MARTIROSSIAN** responded to the e-mail referenced in Paragraph 45 above, stating that he would keep in "close contact" with the Chinese side of the AGP joint venture and that: "I am not for sure station No4 but I think it will be possible involve Rols Roys [*sic*] in future. I'll use also possibilities during Chinese New Year meetings but the real work can be done after New Year holidays."

47. On or about January 26, 2009, **CONTOGURIS** forwarded to **MARTIROSSIAN** and Kohler another e-mail exchange between **CONTOGURIS** and Zuurhout, and added to the subject line "URGENT PRIVATE AND CONFIDENTIAL – 4 YOUR EYES ONLY." **CONTOGURIS** wrote that Zuurhout was trying to "induce [Finley] to meet with Fox" and

estimated that **MARTIROSSIAN**'s "provident access to top echelon decision makers in PROC," when "combined" with "Fox" would allow Rolls-Royce to get its "foot into the door." **CONTOGURIS** wrote to them that "after speaking to [**MARTIROSSIAN**] tonight and listening carefully to him and to what he had to say, I could detect that he still has not lost all of his hope to promote the CS 4[.]"

48. On or about January 29, 2009, Zuurhout e-mailed **CONTOGURIS** Rolls-Royce's proposed scope of supply for CS4 and wrote: "[the Chinese] should have the full proposal. . . . Why don't you have **MARTIROSSIAN** use the PMC report. . . . Whom is he contacting [with the Chinese]?"

49. On or about January 29, 2009, **CONTOGURIS** forwarded to **MARTIROSSIAN** and Kohler the e-mail referenced in Paragraph 48 above.

50. On or about February 6, 2009, **CONTOGURIS** met with Zuurhout and Barnett in London, where they informed **CONTOGURIS** that, based on the prior meeting in Zurich, they would not move forward with **CONTOGURIS** as an advisor on the AGP bids if Foreign Representative continued to be involved.

51. On or about February 24, 2009, **CONTOGURIS** and Kohler had a conference call with Zuurhout and Barnett, in which they agreed that Rolls-Royce would continue to work with **CONTOGURIS** on RRESI's AGP bids without Foreign Representative.

52. On or about February 28, 2009, **CONTOGURIS** e-mailed **LESHKOV**, writing that "the offensive behavior of [Foreign Representative] has led RR to not want to collaborate with him." **CONTOGURIS** then proposed a way forward:

I have suggested you [**LESHKOV**] to be the official RR man on the ground in Kazakhstan [*sic*], in whatever function. . . . GM or Chief Advisor Kazakhstan or whatever. . . . You secure the collaboration of your friend [Foreign Official 1]. I am going to instal [*sic*] an absolutely satisfactory system how future revenues are going to be distributed.

CONTOGURIS, switching to the third person, then wrote: “We shall distribute 60% to your friend and 10% each to our partner in China [**MARTIROSSIAN**], our partner in Kazakhstan [**LESHKOV**], our partner in Austria [Kohler] and our partner in Turkey [**CONTOGURIS**].” **CONTOGURIS** also proposed paying Foreign Official 1 his split of the Gravitas commission from Rolls-Royce through **LESHKOV** via a Singaporean shell company.

53. On or about March 5, 2009, **LESHKOV** responded to **CONTOGURIS**: “I [met] Mr. Fox and we also discussed RR issue. He agreed and has nothing against that I will be in charge for dealing with RR. The scheme as in your e-mail might be implemented.”

54. On or about March 20, 2009, AGP awarded the contract for Compressor Station 4 to the Competitor.

55. On or about April 5, 2009, **MARTIROSSIAN** e-mailed **CONTOGURIS** and Kohler, advising that a Chinese official would “ensure” Rolls-Royce’s invitation and qualification for the AGP contract tenders by sending an e-mail on their behalf to the leader of the Chinese side of the AGP joint venture. **MARTIROSSIAN** also advised that the Chinese official would keep in close contact with **MARTIROSSIAN** “about [the] situation for RR.”

56. On or about April 5, 2009, **CONTOGURIS** forwarded to Zuurhout, Barnett, and Finley the e-mail referenced in Paragraph 55 above.

57. On or about May, 8, 2009, RRESI submitted its bid to supply AGP with 14 gas turbine compressor packages for Compressor Stations 1, 2, 6, and 7.

58. On or about May 8, 2009, after Zuurhout, Barnett, Finley, and others at RRESI realized that its margins were going to be much lower than it had first anticipated, Finley e-mailed **CONTOGURIS** a new commission agreement which provided for a Gravitas commission reduced from 2% to 1.5% on new equipment for the compressor stations on the pipeline and reduced from 6% to 3% for aftermarket sales.

59. On or about May 9, 2009, **CONTOGURIS** forwarded Finley's e-mail to **LESHKOV** and wrote: "RR have told me that this is the absolute maximum they can afford in their calculation, whilst still remaining competitive. [**LESHKOV**] please be so kind and speak to your people and obtain their concurrence that this agreement should be countersigned and entered into."

60. On or about May 12, 2009, **LESHKOV** replied to the e-mail from **CONTOGURIS** referenced in Paragraph 59 above, stating: "I should have a private meeting with Mr. Fox in several days. . . . Meanwhile could you please advise – if I indicate 1,5% and then 3% and it [g]oes all to Fox&company where is our interest to be engaged [*sic*] in the process?"

61. On or about May 12, 2009, **CONTOGURIS** responded to the e-mail from **LESHKOV** referenced in Paragraph 60 above, stating: "Bottom line is that I do not know how to answer your question. We have what we have and Fox has to at least share 2/3 1/3, we definitely do not want the business otherwise. . . .[I]f Fox is not agreeable to support the RR fully as and [*sic*] what we have on the table today, I will cancel the arrangement and tell them to go ahead without our support."

62. On or about June 6, 2009, **LESHKOV** e-mailed **CONTOGURIS** after **LESHKOV** met with "Fox," and wrote:

Summary: R is very competitive from all points of view (technical and price). To negotiate the relations with R, at this point he indicated that 1,5 and 3 is not acceptable and proposed 3,5 and 3,5. But I clearly understood it is negotiable (I mean it should be a room for us, otherwise bringing the Client and working with him for a year for free it's a nonsense). . . . I believe at least 0,5 should be reserved for us. . . .

63. On or about June 12, 2009, **CONTOGURIS** sent an e-mail to **LESHKOV** with the subject line "our friends in London," explaining that **CONTOGURIS** tried to push Rolls-Royce to increase the Gravitas commission but it would not go further and was "prepared to walk away from the transaction completely." **CONTOGURIS** noted: "The corporate governance

processes of this listed company is formidable, there are forty employees in a division that is specifically designed to avoid exactly this what your friend wants to do now.”

64. On or about June 18, 2009, **LESHKOV** responded to the e-mail from **CONTOGURIS** referenced in Paragraph 63 above, stating, “Mr. Fox [wa]s getting angry,” that the “proposed 3,5 [wa]s already the lowest ever on the market,” and that “[t]he arguments – ‘listed company’ or ‘corporate governance process’ they can leave for mass media” because other “even bigger caliber” companies were always able to find a “compromise.”

65. On or about June 21, 2009, **CONTOGURIS** e-mailed **LESHKOV** and Kohler and stated: “Tell Mr. Fuchs to proceed as is and we will cede 75% of the current agreement to your Singapore company. That means that you will receive 1.833.750,-USD at this stage and we will be satisfied with 611.000,-USD. . . . As it is there are 6.7 Million lying on the table for Fuchs and 1.8 Million for us from phases 1 +2.” **CONTOGURIS** added: “This is a listed company operating in a country where anti-corruption laws are the strictest in Europe. If it had not been for my 8 Billion USD track record and my business acumen shown, at least [Kohler] knows that, there would not be a deal on the table.”

66. On or about July 12, 2009, **CONTOGURIS** e-mailed **MARTIROSSIAN**, and copied Kohler, following a phone call between **MARTIROSSIAN** and **CONTOGURIS**. **CONTOGURIS**, addressing **MARTIROSSIAN** as “Bro Azat,” wrote that he agreed that the “Kazakhs” should not be able to “get rewarded” if they did not help, or worked against, Rolls-Royce and that it would be “better to cancel the contract with RR and more honorable from our side to do so, which is the ONLY way to remain truthful to our word to RR, whom we promised our support.” **CONTOGURIS** then addressed Kohler, adding: “it is your obligation to now speak to Mr. Fox and bring clarity into this. Without [**MARTIROSSIAN**]’s efforts the PROC side would not have pronounced RR as the desired ‘winner’. We know that [Foreign Official 2] went

to Kazakhstan to participate in the shareholders meeting of the JV, just for the purpose of upholding the agreement with you bro Azat [**MARTIROSSIAN**]. Contoguris closed by stating that he would “leave it to your wisdom [**MARTIROSSIAN**] and to [Kohler’s] knowledge and intuition, how to manage this matter in a judicious and transparent way vis-à-vis RR.”

67. On or about August 3, 2009, Barnett and Finley traveled to Astana, Kazakhstan and met with **LESHKOV**, where they discussed RRESI’s bid and prepared for AGP’s upcoming bid clarification meetings.

68. On or about August 4, 2009, **CONTOGURIS** sent an e-mail to Finley, copying Kohler, in which **CONTOGURIS** advised that he had learned that RRESI’s bid had a potential technical deficiency in the proposed emissions efficiency and that one way to address it involved going “through [**MARTIROSSIAN**]’s Chinese support structure” where **MARTIROSSIAN** had “unimaginable ways” of “reaching” into the Chinese government.

69. On or about August 10, 2009, **LESHKOV** e-mailed Finley: “I have discussed with Fox the issue. Diplomatically he answered support will be provided, but now also a lot depends on your technical clarification.”

70. On or about August 13, 2009, Barnett and Finley visited **CONTOGURIS** at his home in Istanbul, Turkey and confirmed that they would increase the commission percentage RRESI would pay to Gravitas for new equipment by .75% (for a total of 2.25%) if RRESI won all 14 turbines that were up for bid (for Compressor Stations 1, 2, 6 and 7), and .25% (for a total of 1.75%) if it won fewer than all 14.

71. On or about August 14, 2009, **MARTIROSSIAN** e-mailed **CONTOGURIS** and relayed that he had learned that “Chinese preferable option is: CS No-1 for [the Competitor] (from supply schedule reason and ‘if Kazakh side can keep a face’). Other 3 station for RR. . . .”

72. On or about August 14, 2009, **CONTOGURIS** e-mailed **LESHKOV** and Kohler, summarizing the split between Foreign Official 1 and **LESHKOV**, Kohler, **MARTIROSSIAN**, and **CONTOGURIS**: “That means the final picture is the following: In case all 14 machines are awarded the Foxtrott Co will receive 1.50%, the balance will go to the ‘Quatrumphirate’. In case less than 14 machines, the 1.25% will go to Foxtrott Co and the balance will go to ‘Quatrumphirate.’.”

73. On or about August 15, 2009, **LESHKOV** replied to the e-mail from **CONTOGURIS** referenced in Paragraph 72 above, stating: “I made my best recently to sort out at least our position towards [Finley] and lialize [*sic*] with Fox.” **LESHKOV** explained that “[w]hat [wa]s more difficult was to influence [*sic*] [Technical Advisor’s] engineers!”

74. On or about August 28, 2009, after individuals within the Kazakh side of AGP circulated an internal memorandum deeming RRESI’s bid “technically unacceptable” and recommending disqualification, Kohler attached the memorandum to an e-mail to **MARTIROSSIAN**, and copied **CONTOGURIS**. Kohler noted that, “the Kazakhs have used the weak points of RR and calculated very high financial losses,” and asked **MARTIROSSIAN**, “How is the situation now?”

75. On or about August 28, 2009, **CONTOGURIS** forwarded to Finley the e-mail referenced in Paragraph 74 above and wrote that **MARTIROSSIAN** was “reporting from Peking” that a Chinese foreign official told him that nothing was decided yet and that they were “trying [their] best to increase the leverage from Chinese side, to stop the bloody Kazak [*sic*].”

76. On or about August 30, 2009, **LESHKOV** met with Foreign Official 1 to discuss AGP’s internal recommendation to disqualify RRESI.

77. On or about September 6, 2009, Finley sent an SMS or “text message” to **LESHKOV** saying “the deal with fox is cancelled.”

78. On or about September 7, 2009, **LESHKOV** e-mailed Finley, copied Barnett and **CONTOGURIS**, and explained that Foreign Official 1 had “initiated an internal investigation” into the memorandum disqualifying RRESI while Technical Advisor had refused to endorse it. **LESHKOV** explained that “[b]ecause of Fox and our company position (plus to certain extend [sic] Chinese position) [the disqualification] decision is blocked.” Referring to Finley’s SMS, **LESHKOV** then wrote “I’m stick [sic] to . . . agreements reached, unless they are cancelled. I feel regret now to be involved in all this discussions (which, as gentlemen, we should keep absolutely in high confidentiality). Also my reputation (in front of Fox, for example) can be harmed. . . . I kindly ask you asap to confirm/or not your sms.”

79. On or about September 11, 2009, **CONTOGURIS** e-mailed Barnett and Finley, attaching a confidential written report from Technical Advisor setting out arguments for why the internal memorandum disqualifying RRESI was incorrect and proclaiming that RRESI’s bid was acceptable. In the e-mail, **CONTOGURIS** wrote: “I sincerely hope that your previously mentioned grievances have been put to rest. . . . I am sure you can ‘use’ this adequately. If you cannot provide access of this document to your Chinese friends, please let me know and I will inform [**MARTIROSSIAN**] to hand it over officially.”

80. On or about November 22, 2009, AGP awarded RRESI a contract to supply 11 of the 14 gas turbine compressor packages for approximately \$145 million.

81. Approximately three days later, on or about November 25, 2009, Gravitas and RRESI executed a written advisor agreement.

82. On or about the following dates, **CONTOGURIS**, Zuurhout, Barnett, Finley, Kohler, **LESHKOV**, **MARTIROSSIAN**, and others, caused AGP to make the following corrupt payments from AGP’s bank accounts in Kazakhstan to bank accounts belonging to RRESI in Mount Vernon, Ohio, located in the Southern District of Ohio, with the knowledge and intent that

part of the payments would be used to bribe Foreign Official 1 in furtherance of the corrupt scheme:

Overt Act	Date (on or about)	Amount
82.a.	January 14, 2010	\$43,589,766.00
82.b.	July 7, 2010	\$10,563,820.08
82.c.	October 4, 2010	\$10,563,820.08
82.d.	October 28, 2010	\$10,563,820.08
82.e.	December 3, 2010	\$7,920,234.52
82.f.	January 5, 2011	\$10,563,820.08
82.g.	June 10, 2011	\$7,920,234.52
82.h.	December 30, 2011	\$14,088,937.34
82.j.	June 24, 2013	\$18,484,054.60
82.k.	July 5, 2013	\$10,563,820.08

83. On or about the following dates, **CONTOGURIS**, Zuurhout, Barnett, Finley, Kohler, **LESHKOV**, **MARTIROSSIAN**, and others, caused RRESI to make the following corrupt commission payments from RRESI's bank accounts in Mount Vernon, Ohio, located in the Southern District of Ohio, to Gravitas's bank accounts in the United Kingdom, with the knowledge and intent that part of the commission payments would be used to bribe Foreign Official 1 in furtherance of the corrupt scheme:

Overt Act	Date (on or about)	Amount
83.a.	April 27, 2010	\$732,877.21
83.b.	October 1, 2010	\$177,683.30

83.c.	December 14, 2010	\$355,366.59
83.d.	February 24, 2011	\$133,218.23
83.e.	April 19, 2011	\$177,683.30
83.f.	September 21, 2011	\$133,218.23
83.g.	March 8, 2012	\$236,975.71

84. In or around February 2010, **CONTOGURIS** lobbied Finley for a 2.25% commission (which they had agreed would only be paid had RRESI won 14 units) even though RRESI won fewer than the 14 total units up for bid.

85. On or about February 27, 2010, after Finley refused to pay more than the agreed upon 1.75%, **CONTOGURIS** sent Finley an SMS: “Very sad that after positioning RR with a lot of patience and continuous follow-up from my side, that you have not seen it necessary to personally attend to outstanding matters, which is necessary.”

86. On or about February 27, 2010, **CONTOGURIS** forwarded the SMS referenced in Paragraph 85 above as an e-mail to Kohler and wrote: “Tell Fuchs no dice from RR.”

87. In or around August 2010, after negotiations, **LESHKOV** told **CONTOGURIS** and Kohler that Foreign Official 1 would agree to accept a lump sum of \$500,000 USD from **CONTOGURIS** as the payment for the RRESI award rather than wait until **CONTOGURIS** received all of the commission payments from RRESI.

88. On or about September 19, 2010, **LESHKOV** sent an e-mail to **CONTOGURIS** and Kohler, in which he attached a document with details for his Singaporean shell corporation and wrote: “Kindly asking you to proceed.”

89. On or about February 14, 2011, **CONTOGURIS** made the first of approximately six transfers of the commissions RRESI paid to Gravitas from the U.K. bank account to accounts in the Bahamas and Switzerland.

90. On or about February 14, 2011, **LESHKOV**'s accountant sent **LESHKOV** five false invoices from **MARTIROSSIAN** to **LESHKOV**'s Singaporean shell corporation for purported work done on a "business development project in China carried out in 2008," before **LESHKOV**'s Singaporean shell corporation wired approximately \$99,230 to **MARTIROSSIAN**'s bank account in Hong Kong approximately three days later.

91. On or about March 15, 2011, **CONTOGURIS** wired \$500,000 from a bank account in the Bahamas to **LESHKOV**'s bank account in Switzerland.

92. On or about March 15, 2011, **CONTOGURIS** sent an e-mail to **LESHKOV** with a subject of "Final payment of personal debts," and wrote: "I finally managed to make the transfer yesterday and have finally been able to settle all the loans extended to me . . . as agreed, total sum 500K."

93. On or about March 9, 2012, approximately one day after RRESI paid its last commission payment installment to Gravitas, **CONTOGURIS** transferred approximately \$232,223 of the \$236,975 to his bank account in Switzerland.

94. On or about April 11, 2012, **MARTIROSSIAN** e-mailed **CONTOGURIS** two invoices, both dated March 30, 2012, each in the amount of \$25,000. The invoices requested payment for "[**MARTIROSSIAN**]'s fees for services rendered for successfully negotiating and signing for and on behalf of Gravitas" on a project in China.

95. On or about April 17, 2012, **CONTOGURIS** wired approximately \$50,000 from a bank account in the Bahamas to **MARTIROSSIAN**'s bank account in Hong Kong.

96. On or about December 18, 19, and 20, 2012, **CONTOGURIS** made three payments from the Gravitas HSBC London account totaling approximately \$150,000 to **MARTIROSSIAN**'s HSBC account in Hong Kong, which in whole or in part, was a corrupt payment to **MARTIROSSIAN** for his assistance to Rolls-Royce on the AGP project.

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

COUNTS TWO THROUGH EIGHT
(15 U.S.C. § 78dd-2 and 18 U.S.C. § 2 – Foreign Corrupt Practices Act)

97. Paragraphs 1 through 16 and 19 through 96 are re-alleged and incorporated by reference as though fully set forth herein.

98. On or about the dates set forth below, in the Southern District of Ohio and elsewhere, the defendant,

PETROS CONTOGURIS,
a/k/a PETROS CONTOGURIS-TROEMEL,

being an agent of a domestic concern, did willfully make use of and cause to be used the mails and means and instrumentalities of interstate 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 a foreign official and to any person, while knowing that all, or a portion of such money and things of value would be and had been offered, given, and promised to a foreign official, for purposes of (i) influencing acts and decisions of such foreign official in his or 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 any improper advantage; and (iv) inducing such foreign official to use his or her influence with a foreign government and agencies and instrumentalities thereof, to affect and influence acts and decisions of such government and agencies and instrumentalities, in order to assist RRESI and others known and unknown, in obtaining and retaining business for and with, and directing business to,

CONTOGURIS, Rolls-Royce, RRESI, and others, to wit: causing the following wire transfers to be made from RRESI's bank accounts in Mount Vernon, Ohio, located in the Southern District of Ohio, to Gravitass's bank accounts in the United Kingdom, and aiding and abetting such wire transfers:

COUNT	DATE	AMOUNT
2	April 27, 2010	\$732,877.21
3	October 1, 2010	\$177,683.30
4	December 14, 2010	\$355,366.59
5	February 24, 2011	\$133,218.23
6	April 19, 2011	\$177,683.30
7	September 21, 2011	\$133,218.23
8	March 8, 2012	\$236,975.71

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

COUNT NINE
(18 U.S.C. § 1956(h) – Money Laundering Conspiracy)

99. Paragraphs 1 through 16 and 19 through 96 are re-alleged and incorporated by reference as though fully set forth herein.

100. On or about the dates set forth below, in the Southern District of Ohio and elsewhere, the defendant,

**PETROS CONTOGURIS, a/k/a PETROS CONTOGURIS-TROEMEL,
VITALY LESHKOV, and
AZAT MARTIROSSIAN, a/k/a, AZAT MARTIROSYAN**

together with others known and unknown to the Grand Jury, willfully and knowingly did combine, conspire, confederate, and agree together with each other to commit offenses under Title 18,

United States Code, Section 1956, namely, to transport, transmit, and transfer a monetary instrument and funds from a place in the United States to and through a place outside the United States, and to a place in the United States from and through a place outside the United States, (A) with the intent to promote the carrying on of specified unlawful activity, namely, bribery of a foreign official, a felony violation of the FCPA, Title 15, United States Code, Section 78dd-2, and (B) knowing that the monetary instrument and funds involved in the transportation, transmission, and transfer represented proceeds of some form of unlawful activity, namely, bribery of a foreign official, a felony violation of the FCPA, Title 15, United States Code, Section 78dd-2, and knowing that such transportation, transmission, and transfer was designed in whole or in part to conceal and disguise the nature, the location, the source, the ownership and the control of the proceeds of specified unlawful activity, in violation of Title 18, United States Code, Section 1956(a)(2)(A), (B).

All in violation of Title 18 United States Code, Section 1956(h).

COUNTS TEN THROUGH NINETEEN
(18 U.S.C. §§ 1956(a)(2)(A), (B), & 2 – Money Laundering)

101. Paragraphs 1 through 16 and 19 through 96 are re-alleged and incorporated by reference as though fully set forth herein.

102. On or about the dates set forth below, in the Southern District of Ohio and elsewhere, the defendant,

**PETROS CONTOGURIS, a/k/a PETROS CONTOGURIS-TROEMEL,
VITALY LESHKOV, and
AZAT MARTIROSSIAN, a/k/a, AZAT MARTIROSYAN**

transported, transmitted, and transferred, and attempted to transport, transmit, and transfer, a monetary instrument and funds from a place in the United States to and through a place outside the United States, and to a place in the United States from and through a place outside the United

States, (A) with the intent to promote the carrying on of specified unlawful activity, namely, bribery of a foreign official, a felony violation of the FCPA, Title 15, United States Code, Section 78dd-2, and (B) knowing that the monetary instrument and funds involved in the transportation, transmission, and transfer represented proceeds of some form of unlawful activity, namely, bribery of a foreign official, a felony violation of the FCPA, Title 15, United States Code, Section 78dd-2, and knowing that such transportation, transmission, and transfer was designed in whole or in part to conceal and disguise the nature, the location, the source, the ownership and the control of the proceeds of specified unlawful activity, to wit: causing the following wire transfers from AGP's bank accounts in Kazakhstan to RRESI's bank accounts in in Mount Vernon, Ohio, located in the Southern District of Ohio, and aiding and abetting such wire transfers:

COUNT	DATE OF OFFENSE	AMOUNT
10	January 14, 2010	\$43,589,766.00
11	July 7, 2010	\$10,563,820.08
12	October 4, 2010	\$10,563,820.08
13	October 28, 2010	\$10,563,820.08
14	December 3, 2010	\$7,920,234.52
15	January 5, 2011	\$10,563,820.08
16	June 10, 2011	\$7,920,234.52
17	December 30, 2011	\$14,088,937.34
18	June 24, 2013	\$18,484,054.60
19	July 5, 2013	\$10,563,820.08

All in violation of Title 18, United States Code, Sections 1956(a)(2)(A), (B), and 2.

FORFEITURE A
(18 U.S.C. § 981(a)(1)(C) & 28 U.S.C. § 2461(c))

1. The allegations of this Superseding Indictment are incorporated herein by reference for the purpose of alleging forfeitures to the United States under Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c).

2. Upon conviction of one or more violations of Title 15, United States Code, Section 78dd-2 and/or a conspiracy to commit such offense, in violation of Title 18, United States Code, Section 371, as alleged in this Superseding Indictment, the defendant, **PETROS CONTOGURIS, a/k/a PETROS CONTOGURIS-TROEMEL**, shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), any property, real or personal, constituting or derived from proceeds traceable to such offense(s), or a conspiracy to commit such offense.

Substitute Assets

3. If any of the forfeitable property described above, as a result of any act or omission by the defendant, **PETROS CONTOGURIS, a/k/a PETROS CONTOGURIS-TROEMEL**:

- a. cannot be located upon the exercise of due diligence;
- b. has been transferred or sold to, or deposited with, a third party;
- c. has been placed beyond the jurisdiction of the Court;
- d. has been substantially diminished in value; or
- e. has been commingled with other property which cannot be divided without difficulty,

it is the intent of the United States of America, under Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c), to seek forfeiture of any other property of the defendant, **PETROS CONTOGURIS, a/k/a PETROS CONTOGURIS-TROEMEL**, up to the value of the above forfeitable property.

Forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(C), Title 28, United States Code, Section 2461(c), and Rule 32.2 of the Federal Rules of Criminal Procedure.

FORFEITURE B
(18 U.S.C. § 982(a)(1))

4. The allegations of this Superseding Indictment are incorporated herein by reference for the purpose of alleging forfeitures to the United States under Title 18, United States Code, Section 982(a)(1).

5. Upon conviction of one or more violations of Title 18, United States Code, Section 1956, as alleged in this Superseding Indictment, the defendants, **PETROS CONTOGURIS, a/k/a PETROS CONTOGURIS-TROEMEL VITALY LESHKOV, and AZAT MARTIROSSIAN, a/k/a, AZAT MARTIROSYAN**, shall forfeit to the United States, pursuant to Title 18, United States Code, Section 982(a)(1), any property, real or personal, involved in such offense(s), or any property traceable to such property.

Substitute Assets

6. If any of the forfeitable property described above, as a result of any act or omission by the defendants, **PETROS CONTOGURIS, a/k/a PETROS CONTOGURIS-TROEMEL VITALY LESHKOV, and AZAT MARTIROSSIAN, a/k/a, AZAT MARTIROSYAN**:

- a. cannot be located upon the exercise of due diligence;
- b. has been transferred or sold to, or deposited with, a third party;
- c. has been placed beyond the jurisdiction of the Court;
- d. has been substantially diminished in value; or
- e. has been commingled with other property which cannot be divided without difficulty,

it is the intent of the United States of America, pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 18, United States Code, Section 982(b)(1), to seek forfeiture of

any other property of the defendants, **PETROS CONTOGURIS, a/k/a PETROS CONTOGURIS-TROEMEL VITALY LESHKOV, and AZAT MARTIROSSIAN, a/k/a, AZAT MARTIROSYAN**, up to the value of the above forfeitable property.

Forfeiture pursuant to Title 18, United States Code, Section 982(a)(1) and Rule 32.2 of the Federal Rules of Criminal Procedure.


A TRUE BILL.

S/Foreperson


FOREPERSON

SANDRA MOSER
ACTING CHIEF, FRAUD SECTION

BENJAMIN C. GLASSMAN
UNITED STATES ATTORNEY



KEVIN R. GINGRAS
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Trial Attorneys, Criminal Division
U.S. Department of Justice



J. MICHAEL MAROUS
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Southern District of Ohio

