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IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA

**FILED**  
MAR 14 2012  
Phil Lombardi, Clerk  
U.S. DISTRICT COURT

UNITED STATES OF AMERICA,

Plaintiff,

v.

BIZJET INTERNATIONAL SALES AND  
SUPPORT, INC.,

Defendant.

**12 CR 61 CVE**

Case No. \_\_\_\_\_

**INFORMATION**

[18 U.S.C. § 371: Conspiracy]

The United States charges that, at all times relevant to this Information, unless otherwise stated:

**INTRODUCTION**

1. The Foreign Corrupt Practices Act of 1977, as amended, Title 15, United States Code, Sections 78dd-1, *et seq.* ("FCPA"), was enacted by Congress for the purpose of, among other things, making it unlawful for certain classes of persons and entities to act corruptly in furtherance of an offer, promise, authorization, or payment of money or anything of value to a foreign government official for the purpose of assisting in obtaining or retaining business for or with, or directing business to, any person.

2. The defendant, BizJet International Sales and Support, Inc. (“**BIZJET**”), was headquartered in Tulsa, Oklahoma, incorporated in Oklahoma, and thus a “domestic concern,” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(1)(B). **BIZJET** was in the business of providing aircraft maintenance, repair and overhaul (“MRO”) services to customers in the United States and abroad. Part of **BIZJET**’s business was to service aircraft owned and operated by a number of governmental and other customers in Latin America, including in Mexico and Panama.

3. Executive A was a senior executive at **BIZJET** from in or around 2004 to in or around 2010. Executive A was responsible for the operations and finances of **BIZJET**.

4. Executive B was a senior executive at **BIZJET** from in or around May 2005 through in or around March 2010. Executive B’s responsibilities at **BIZJET** included oversight of **BIZJET**’s efforts to obtain business from new customers and to maintain and increase business with existing customers.

5. Executive C was a senior finance executive at **BIZJET** from in or around 2004 to in or around 2010. Executive C was responsible for overseeing **BIZJET**’s accounts and finances and the approval of payment of invoices and of wire and check requests.

6. Sales Manager A was a regional sales manager at **BIZJET** from in or around 2004 to in or around 2010. Sales Manager A interacted with potential and existing customers and was responsible for obtaining business from new customers and maintaining and increasing business with existing customers.

7. Shell Company A was owned by Sales Manager A and run out of Sales Manager A's personal residence in Van Nuys, California. Shell Company A operated under the pretense of providing MRO services. Sales Manager A was the only officer, director and employee of Shell Company A.

8. The Mexican Policia Federal Preventiva (the "Mexican Federal Police") was the government police force in Mexico and an "agency" of a foreign government, as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(2). The Mexican Federal Police was a customer of **BIZJET**.

9. The Mexican Coordinacion General de Transportes Aereos Presidenciales (the "Mexican President's Fleet") was the air fleet for the President of Mexico and an "agency" of a foreign government, as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(2). The Mexican President's Fleet was a customer of **BIZJET**.

10. The air fleet for the Gobierno del Estado de Sinaloa ("Sinaloa") was the air fleet for the Governor of the Mexican State of Sinaloa and an "agency" of a foreign government, as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(2). Sinaloa was a customer of **BIZJET**.

11. The Republica de Panama Autoridad Aeronautica Civil (the "Panama Aviation Authority") was the aviation authority of Panama and an "agency" of a foreign government, as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(2). The Panama Aviation Authority was a customer of **BIZJET**.

12. Official 1 was a Captain in the Mexican Federal Police and had broad decision-making authority and influence over the award of contracts to MRO service providers. Official 1 was a “foreign official,” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(2).

13. Official 2 was a Colonel in the Mexican President’s Fleet and had broad decision-making authority and influence over the award of contracts to MRO service providers. Official 2 was a “foreign official,” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(2).

14. Official 3 was a Captain in the Mexican President’s Fleet and had broad decision-making authority and influence over the award of contracts to MRO service providers. Official 3 was a “foreign official,” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(2).

15. Official 4 was employed by the Mexican President’s Fleet and had broad decision-making authority and influence over the award of contracts to MRO service providers. Official 4 was a “foreign official,” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(2).

16. Official 5 was a Director of Air Services at Sinaloa and had broad decision-making authority and influence over the award of contracts to MRO service providers. Official 5 was a “foreign official,” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(2).

17. Official 6 was a chief mechanic at the Panama Aviation Authority and had broad decision-making authority and influence over the award of contracts to MRO

service providers. Official 6 was a “foreign official,” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(2).

### THE CONSPIRACY

18. Paragraphs 1 through 17 are realleged and incorporated by reference as though fully set forth herein.

19. From in or around 2004, and continuing through in or around March 2010, in the Northern District of Oklahoma and elsewhere, the defendant, **BIZJET INTERNATIONAL SALES AND SUPPORT, INC.**, did willfully, that is, with the intent to further the objects of the conspiracy, and knowingly conspire, confederate and agree with Executive A, Executive B, Executive C, Sales Manager A, Shell Company A, and others, known and unknown, to commit an offense against the United States, that is, 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 a person, while knowing that all or a portion of such money and thing 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 an 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 **BIZJET**, Executive A, Executive B, Executive C, Sales Manager A, and others in obtaining and retaining business for and with, and directing business to, **BIZJET** and others, in violation of Title 15, United States Code, Section 78dd-2(a).

#### **PURPOSE OF THE CONSPIRACY**

20. The purpose of the conspiracy was to obtain and retain MRO service contracts and other business for **BIZJET** from foreign government customers, including the Mexican Federal Police, the Mexican President's Fleet, Sinaloa, the Panama Aviation Authority, and other customers, by paying bribes to foreign officials employed by such customers.

#### **MANNER AND MEANS OF THE CONSPIRACY**

21. The manner and means by which **BIZJET** and its co-conspirators sought to accomplish the purpose of the conspiracy included, among other things, the following:

a. **BIZJET**, through its employees, including Executive A, Executive B, Executive C, and Sales Manager A, would and did discuss in person, via telephone and via electronic mail ("e-mail") making bribe payments — which they called "commissions," "incentives" or "referral fees" — to employees of customers, including foreign government customers, in order to obtain and retain for **BIZJET** contracts to perform MRO services.

b. Executive A, Executive B, Executive C, and Sales Manager A, together with others, would and did offer to pay, promise to pay and authorize the payment of bribes, directly and indirectly, to and for the benefit of employees of foreign government

customers in exchange for those foreign officials' agreements to help **BIZJET** secure contracts with the foreign government customers by which they were employed.

c. Executive A, Executive B, Executive C, and Sales Manager A, together with others, would and did discuss in person, via telephone and via e-mail the manner and means by which the bribe payments were to be paid by **BIZJET** — for example, whether the payments were to be made by check, wire or cash, and the names and locations of the bank accounts to which the bribe payments should be transferred.

d. Executive A, Executive B, Executive C, and Sales Manager A, together with others, would and did attempt to conceal the payments to foreign officials by using Shell Company A to funnel the payments from **BIZJET** to the foreign officials and by making payments in cash delivered by hand to the foreign officials.

e. **BIZJET**, through its employees, including Executive A, Executive B, Executive C, and Sales Manager A, would and did wire and cause to be wired certain bribe payments from **BIZJET**'s bank account in New York to bank accounts in Oklahoma, California and elsewhere.

### OVERT ACTS

22. In furtherance of the conspiracy and to achieve its purpose and object, at least one of the conspirators committed, and caused to be committed, in the Northern District of Oklahoma, and elsewhere, the following overt acts, among others:

a. On or about November 16, 2005, at a Board of Directors meeting of the **BIZJET** board, Executive A and Executive B discussed with the Board that the decision of where an aircraft is sent for maintenance work is generally made by the potential

customer's director of maintenance or chief pilot, that these individuals are demanding \$30,000 to \$40,000 in commissions, and that **BIZJET** would pay referral fees in order to gain market share.

b. On or about June 6, 2006, Sales Manager A discussed with a customer-relations employee at **BIZJET** located in Tulsa, Oklahoma, that **BIZJET** would purchase a cellular telephone for Official 6 and pay \$10,000 to Official 6 for his instrumental assistance in securing for **BIZJET** a contract with the Panama Aviation Authority.

c. On or about June 7, 2006, Executive B sent an e-mail from Tulsa, Oklahoma, to the customer-relations employee at **BIZJET**, copying Executive C and Sales Manager A, in which Executive B approved the cellular telephone and \$10,000 bribe to Official 6.

d. On or about September 28, 2006, Sales Manager A sent an e-mail to Executive B in Tulsa, Oklahoma, stating that Official 2 "just call [sic] me and ask [sic] for his commision, [sic] I need to travel to mexico [sic] this tuesday [sic]. Tomorrow, please help me make this payment..."

e. On or about November 9, 2006, Sales Manager A sent an e-mail to Executive B stating that **BIZJET** needed to pay \$2,000 to Official 3.

f. On or about October 30, 2007, Executive B, Executive C, and Sales Manager A discussed via e-mail wire transferring \$30,000 to Sales Manager A's business account to be passed on to Official 2.



g. On or about October 31, 2007, **BIZJET**, through Executive C, caused \$30,000 to be wired from **BIZJET**'s bank account in New York to Shell Company A's bank account in California for the purpose of making a payment to Official 2 in return for Official 2's help in securing a contract for **BIZJET** with the Mexican President's Fleet.

h. On or about October 31, 2007, Executive C sent an e-mail from Tulsa, Oklahoma, to Sales Manager A, copying others, and stated, "Please note that the \$30k wire has been sent. Please confirm that you receive it. Thx."

i. On or about October 31, 2007, Sales Manager A responded with the subject of the e-mail, "re: from Los Angeles Airport Mex pres comm," and stated that he was on his way to Mexico with the cash meant for Official 2 "on board."

j. On or about February 21, 2008, Executive B sent an e-mail to Executive C stating that Sales Manager A "has recently purchased some high dollar stuff for [the Mexican Federal Police] and chile [sic]. His card is maxed. Can we put an additional 10k for a period. [sic] He is departing today and needs it."

k. On or about February 21, 2008, Executive B notified Sales Manager A that the increase was made.

l. On or about November 21, 2008, **BIZJET**, through Executive C, caused \$18,000 to be wired from **BIZJET**'s bank account in New York to Shell Company A's bank account in California for the purpose of making a payment to Official 5 in return for Official 5's help in securing a contract for **BIZJET** with Sinaloa.

m. On or about November 22, 2008, Sales Manager A issued a check from Shell Company A's account to Official 5 in the amount of \$18,000 in return for Official 5's help in securing a contract for **BIZJET** with Sinaloa.

n. On or about December 1, 2008, Sales Manager A issued a check from Shell Company A's bank account in California in the amount of \$50,000 to Official 4 in return for Official 4's help in securing a contract for **BIZJET** with the Mexican President's Fleet.

o. On or about April 6, 2009, Sales Manager A caused an invoice to be submitted on behalf of Shell Company A to **BIZJET**, to the attention of Executive C in Tulsa, Oklahoma, in the amount of \$176,000 for payments to be made to officials employed at the Mexican Federal Police in return for the officials' help in securing a contract for **BIZJET** with the Mexican Federal Police.

p. On or about April 7, 2009, Sales Manager A issued a check from Shell Company A's bank account in California in the amount of \$40,000 to Official 4 in return for Official 4's help in securing a contract for **BIZJET** with the Mexican President's Fleet.

q. On or about April 13, 2009, **BIZJET**, through Executive C, caused \$176,000 to be wire transferred from **BIZJET**'s bank account in New York to the bank account of Shell Company A in California for the purpose of making payments to officials employed at the Mexican Federal Police in return for the officials' help in securing a contract for **BIZJET** with the Mexican Federal Police.

r. On or about October 6, 2009, Sales Manager A caused an invoice to be submitted on behalf of Shell Company A to **BIZJET**, to the attention of Executive C in Tulsa, Oklahoma, in the amount of \$210,000 for payments to be made to officials employed at the Mexican Federal Police in return for the officials' help in securing a contract for **BIZJET** with the Mexican Federal Police.

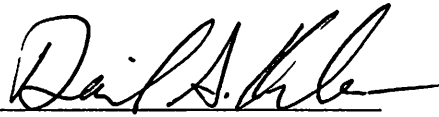
s. On or about October 15, 2009, **BIZJET**, through Executive C, caused \$210,000 to be wire transferred from **BIZJET**'s bank account in New York to the bank account of Shell Company A in California for the purpose of making payments to officials employed at the Mexican Federal Police in return for the officials' help in securing a contract for **BIZJET** with the Mexican Federal Police.


t. On or about October 27, 2009, Sales Manager A submitted a check request in the amount of \$6,417.44 for payment to Official 5 in return for Official 5's help in securing business for **BIZJET** with Sinaloa.

u. On or about October 27, 2009, **BIZJET**, through Executive C, caused two checks to be sent to Official 5 in the amounts of \$22,912.38 and \$6,417.44 in return for Official 5's help in securing business for **BIZJET** with Sinaloa.

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

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