

09-20347-CR-Martinez

FACTUAL AGREEMENT

If this matter had gone to trial, the United States would prove beyond a reasonable doubt that beginning in and around November 2001, and continuing through in or around August 2003, the defendant Antonio Perez (“Perez”), conspired, in violation of 18 United States Code, Section 371, with Foreign Official A; Co-conspirators A, B, and C; Company 1; and numerous other individuals, to: (1) violate the Foreign Corrupt Practices Act, 15 United States Code, Section 78dd-2(a); and (2) commit money laundering in violation of 18 United States Code, Section 1956(a)(1)(B)(I).

Telecommunications D’Haiti (“Haiti Teleco”) is the Republic of Haiti’s state-owned national telecommunications company. Haiti Teleco was the only provider of land line telephone service to and from Haiti. Various international telecommunications companies contracted with Haiti Teleco to allow those companies’ customers to make calls to Haiti. Telecommunications companies paid Haiti Teleco a set rate for each minute of telephone calls to Haiti. From in or around May 2001 to April 2003, Official A was the Director of International Relations of Haiti Teleco. In this position, it was Official A’s responsibility to negotiate contracts with international telecommunications companies on behalf of Haiti Teleco.

Company 1 was a privately owned telecommunications company that was incorporated in Florida and was headquartered in Miami, Florida. Company 1 executed a series of contracts with Haiti Teleco that allowed Company 1’s customers to call Haiti. Co-conspirator A was the President and Director of Company 1. In this position, Co-conspirator A negotiated and signed contracts with Haiti Teleco on behalf of Company 1. Co-conspirator B was the Executive Vice President of Company 1. In this position, Co-conspirator B was in charge of overseeing Company 1’s finances. Perez was the controller for Company 1 from March 1998 through in or about January 2002, at which time he was fired from Company 1 for matters outside the conspiracy. Although fired for reasons outside the conspiracy, Perez never withdrew from the conspiracy. As controller, Perez managed the accounting department, prepared financial statements, and sought approval for and paid bills.

Co-conspirator C was a citizen of the United States and served as an intermediary for Company 1 in its business dealings with Official A and Haiti Teleco. In or about November 2001, Co-conspirator C opened a small business checking account at Kislak National Bank in the name of JD Locator Services (“JD Locator”).

In or around November 2001, the conspiracy between Perez and his co-conspirators began. The purpose of the conspiracy was for the defendant and his co-conspirators to unjustly enrich themselves by providing bribe payments to Official A in exchange for business advantages to Company 1, including, but not limited to, issuing preferred telecommunications rates, reducing the number of minutes for which payment was owed (effectively reducing the per minute rate), and giving a variety of credits toward owed sums. It was further a purpose of the conspiracy for the defendant and his co-conspirators to conduct financial transactions with the proceeds of the bribe payments knowing that said transactions would conceal the nature of the bribe proceeds to Official

Exhibit #1

A. Such financial transactions involved wiring money to shell companies and mislabeling invoices, checks and ledgers to conceal the bribe payments to the Haitian government official.

In or around November 2001, Company 1 was having financial difficulty. One of the Company 1's accounts which was past due and of concern was the Haiti Teleco account. Co-conspirator A authorized Perez, who was not an officer of Company 1, to offer "side payments" or bribes to Official A. Perez met with Official A and offered to have Company 1 make the bribe payments. Official A accepted the offer of bribes in exchange for Official A reducing Company 1's debt to Haiti Teleco and to prevent Official A from terminating Company 1's telecommunication connection for unpaid invoices.

Company 1, to disguise the true nature of the payments, would issue checks for fictional "consulting services" to companies chosen by Official A. Among the companies selected by Official A was JD Locator, a shell entity used for the purpose of forwarding illicit payments to Official A. To conceal the true nature of the payments to Official A, Company 1 would falsely record in its books and records the payments to JD Locator as "commissions."

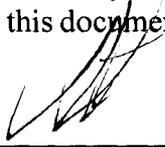
Co-conspirator C opened a corporate bank account in the name of JD Locator in Miami, Florida and would use this account to receive funds and deposit checks from Co-conspirators A and B and Perez at Company 1, and intended for Official A.

During the period of his employment at Company 1, Perez caused payments to be made to JD Locator intended for Official A. Although Perez was only personally involved with two bribe payments totalling approximately \$36,375 prior to his being fired in January 2002, over the course of the conspiracy, the bank account of JD Locator received approximately \$674,193.50 in wire transfers and checks from Company 1 to JD Locator, for services which were never rendered or intended to be rendered. Once the bribe proceeds were received by Co-conspirator C, these bribe proceeds, which were all profit, were disguised by being sent to Official A through JD Locator or being given to Official A by Co-conspirator C. The true nature of the bribe proceeds from Company 1's bank accounts were therefore disguised and concealed by using JD Locator.

All of the financial transactions in the conspiracy affected interstate and foreign commerce. All of the financial institutions whose accounts were used for the financial transactions were federally insured and regulated.

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

By:



ANTONIO PEREZ, Defendant
Signed April 27, 2009

By:



JONATHAN GOODMAN, Esq.
Attorney for Defendant Antonio Perez

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