

FILED
CLERK, U.S. DISTRICT COURT
JUN 29 1999
CENTRAL DISTRICT OF CALIFORNIA
BY [Signature]

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
v.)
)
LITTON APPLIED TECHNOLOGY)
DIVISION, and)
LITTON SYSTEMS CANADA,)
LTD.,)
)
Defendants.)

CR 99-673
I N F O R M A T I O N
[18 U.S.C. § 371: Conspiracy To
Defraud the Government and To
Impair and Impede the Lawful
Functions of Agencies of the
United States; 18 U.S.C. §§ 1001,
2(b): Causing a False Statement
to the United States; 18 U.S.C.
§ 1341: Mail Fraud]

The United States Attorney charges:

COUNT ONE

[18 U.S.C. § 371]

A. THE DEFENDANTS AND UNINDICTED COCONSPIRATORS

1. Defendant APPLIED TECHNOLOGY DIVISION ("ATD") is a division of Litton Systems, Inc. ("LSI") which is a subsidiary of Litton Industries, Inc. ("Litton"). Defendant ATD is located at 4747 Hellyer Avenue, San Jose, California.

2. Defendant LITTON SYSTEMS CANADA LTD. ("LSL") is a subsidiary of Litton Holdings, Inc., which, in turn, is a

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1 subsidiary of Litton. LSL is located at 25 City View Drive,
2 Etobicoke, Ontario, Canada.

3 3. Coconspirator Litton Systems International, Inc.
4 ("LSII") is a Delaware corporation and a subsidiary of LSI. LSII
5 has no corporate offices.

6 4. Coconspirator Applied Technology International Division
7 ("ATID") is a division of LSII. ATID is located at 4747 Hellyer
8 Avenue, San Jose, California.

9 5. Coconspirator Yu-Ming Hei, aka Richard M. Hei ("Hei"),
10 is a former Major in the Taiwanese Air Force where he served as a
11 pilot. In or about 1982, Hei formed T&P Company ("T&P") located
12 in Taipei, Taiwan. Hei used his contacts with Taiwanese military
13 officers and others to help secure contracts for United States
14 defense contractors, including defendants ATD and LSL.

15 B. REGULATORY BACKGROUND

16 6. Foreign governments, including Taiwan and Greece,
17 purchase military items and services from United States defense
18 contractors under the Foreign Military Sales ("FMS") program or by
19 means of direct commercial sales. Under the FMS program, the U.S.
20 government acts as the buyer on behalf of the foreign purchaser so
21 that regulations governing defense contractors' sales to the
22 United States government also apply to FMS sales. Those
23 regulations include provisions limiting allowable commissions to
24 \$50,000, and requiring defense contractors to disclose
25 commissions.

26 7. Direct commercial sales can be funded with the foreign
27 customer's own funds or, for certain U.S. allies, under the
28 Foreign Military Finance ("FMF") program, which is a grant/loan

1 program authorized to assist specified allies in purchasing
2 military items and services sold by American defense contractors.

3 8. FMS and FMF sales of defense items and services are
4 subject to various laws and guidelines promulgated by Congress
5 under the authority of the Arms Export Control Act ("AECA"). FMS
6 sales are subject to regulations set forth in the federal
7 acquisition laws which include the Federal Acquisition Regulations
8 ("FAR"), 48 C.F.R. Ch. 1, and the FAR Supplement ("DFARS"), 48
9 C.F.R. Ch. 2. FMF sales are subject to procedures and guidelines
10 set forth in the Security Assistance Management Manual ("SAMM"), a
11 publication of the Defense Security Assistance Agency ("DSAA")
12 which, among other things, administers the FMF program and
13 authorizes the release of U.S. funds to obtain defense items for
14 foreign countries. The applicable regulations and guidelines set
15 forth in the SAMM, FAR and DFARS are available to all U.S. defense
16 contractors, including defendants.

17 9. With respect to FMF sales, to ensure that U.S. grant or
18 loan funds are used only for purposes allowed by law, the DSAA
19 requires that before a contract is approved for FMF funding, the
20 defense contractor must furnish a Contractor's Certification which
21 provides, among other things, that "the Contractor has not
22 employed or retained any agent to solicit or obtain the Purchase
23 Agreement on a contingent basis who has been or is to be paid from
24 funds received by the Contractor from the U.S. Government under
25 the Purchase Agreement." Upon request by DSAA, the Defense
26 Contract Audit Agency ("DCAA") is designated to conduct audits of
27 Contractor's Certifications submitted in connection with contracts
28 funded under the FMF program.

1 10. In or about 1984, the Taiwanese Ministry of National
2 Defense promulgated military procurement policies restricting
3 foreign defense contractors seeking to sell military products to
4 Taiwan from paying commissions to representatives to obtain those
5 sales. To effect these policies, Taiwanese military procuring
6 offices began to require that contracts with foreign defense
7 contractors include a clause requiring the defense contractor to
8 certify that the company has not "employed or retained any company
9 or person . . . to solicit or secure this proposal and . . . [has
10 not] paid or agreed to pay any company or person . . . any
11 commission, percentage, brokerage or contingent fee resulting from
12 the award of [the contract]."

13 11. Defense items and services exported from the United
14 States to foreign customers are subject to export regulations
15 pursuant to the AECA, and 22 C.F.R. Part 126 et seq. Under the
16 AECA and regulations, defense contractors proposing to sell items
17 or services to foreign governments must apply to the State
18 Department, Office of Defense Trade Controls ("ODTC") for an
19 export license. The defense contractor's export license
20 application must include a certification regarding whether or not
21 the defense contractor or any of its significant vendors "have
22 paid, or offered or agreed to pay, in respect of any sale for
23 which a license or approval is requested. . . fees or commissions
24 in an aggregate amount of \$100,000 or more."

25 12. ODTC uses defense contractors' certifications regarding
26 commissions, as described in ¶ 11 above, to fulfill its regulatory
27 obligation to report to Congress regarding commissions and
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1 political contributions paid by U.S. defense contractors in
2 connection with foreign military sales.

3 C. THE CONTRACTS

4 13. On or about February 4, 1987, Grumman Aerospace
5 Corporation ("Grumman") signed a FMS contract with the United
6 States Navy to supply Taiwan with S-2T upgrades to anti-submarine
7 aircraft. As a result in part of Hei's efforts, LSL was awarded a
8 subcontract to supply radar for the S-2T aircraft. In or about
9 September 1988, Grumman and LSL entered into Purchase Order number
10 19-53704 (the "Grumman-LSL Purchase Order") under which LSL was to
11 provide APS-504(V)5 radar systems to Grumman to be included in the
12 S-2T aircraft to be supplied to Taiwan. The Grumman-LSL Purchase
13 Order provided that LSL was to receive \$32.5 million. For
14 securing the contract, Hei was promised, and subsequently paid, a
15 10% commission totaling approximately \$3.2 million.

16 14. In or about 1988, as a result in part of Hei's
17 efforts, LSL secured a contract for its Inertial Referenced Flight
18 Inspection System ("IRFIS") to be installed on aircraft
19 manufactured by Beech Aircraft Corporation ("Beech") to be
20 supplied by Beech to Taiwan. Although LSL manufactured and
21 supplied the IRFIS for the Beech aircraft, Panelvision Division
22 ("Panelvision"), a division of LSI located in Pittsburgh,
23 Pennsylvania, was designated the contracting party in place of
24 LSL. On or about April 16, 1988 contract number EA6075-C047 (the
25 "Panelvision Contract") was signed between Panelvision and the
26 Coordination Council for North American Affairs, Defense
27 Procurement Division ("CCNAA"), the diplomatic arm for Taiwan
28 located in Washington, D.C. The Panelvision Contract provided

1 that Panelvision would receive approximately \$7,370,000, of which
2 Hei was promised, and subsequently paid, a 10% commission totaling
3 approximately \$737,000.

4 15. On or about February 5, 1988, as a result in part of
5 Hei's efforts, ATD and CCNAA entered into Contract number XY7V01-
6 C486-P00 (the "Sandman Contract") which provided that ATD would
7 manufacture and supply radar warning receivers to be installed on
8 Taiwan's indigenous defense fighter aircraft. Under the Sandman
9 Contract, ATD was paid approximately \$7.2 million. For his help
10 in securing the contract, Hei was promised, and subsequently paid,
11 a 5% commission totaling approximately \$360,000.

12 16. In or about 1992, defendant ATD promised to pay four
13 Greek agents commissions of varying percentages of the contract
14 value for their assistance in securing a contract under which ATID
15 would supply to Greece an electronic warfare suite to be installed
16 on Greece's fighter aircraft. As a result in part of the efforts
17 and influence of these commissioned agents, on March 18, 1993,
18 ATID and Greece entered into contract no. 1/93 for the Airborne
19 Self-Protection Integrated System (the "ASPIS Contract"). The
20 ASPIS Contract was in the amount of approximately \$122,108,000 and
21 increased to approximately \$150,000,000 through a series of
22 amendments. The four commissioned agents who assisted defendant
23 ATD and coconspirator ATID in securing the ASPIS contract were
24 promised and subsequently paid commissions varying between three
25 and six percent of the contract value, including amendments
26 thereto, totaling in excess of \$12 million.

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1 D. OBJECTS OF THE CONSPIRACY

2 17. Beginning in or about 1984 and continuing through 1996,
3 within the Central District of California and elsewhere,
4 defendants ATD and LSL, coconspirators LSII and Hei, and other
5 persons and entities both known and unknown to the United States
6 Attorney, conspired and agreed with each other knowingly and
7 intentionally to:

8 a. defraud the United States and agencies thereof by
9 impeding, impairing, obstructing and defeating the lawful
10 government functions of the Internal Revenue Service in the
11 ascertainment, computation, and collection of revenues by falsely
12 describing in their books and records the payment to Hei of
13 commissions in connection with Hei's assistance in securing
14 contracts with Taiwan for defendants ATD and LSL; and,

15 b. participate in a scheme to defraud Taiwan in
16 connection with the payment of and promise to pay commissions to
17 Hei for contracts won as a result in part of Hei's efforts in
18 Taiwan, and cause the use of the U.S. mails in furtherance of this
19 scheme to defraud, in violation of 18 U.S.C. § 1341.

20 18. Beginning in or about 1992, and continuing through 1997,
21 in the Central District of California and elsewhere, defendant
22 ATD, coconspirator ATID, and other persons and entities both known
23 and unknown to the United States Attorney, conspired and agreed
24 with each other knowingly and intentionally to:

25 a. defraud the United States and agencies thereof by
26 impairing, impeding, obstructing and defeating the lawful
27 governmental functions of the DCAA by (i) providing misleading and
28 false information during a DCAA audit of commissions paid to Greek

1 agents in connection with the ASPIS Contract; and (ii) improperly
2 and falsely describing ATID's commission payments to Greek agents
3 as "Outside Computer Services" in ATID's books and records; and,

4 b. defraud the United States and agencies thereof by
5 impeding, impairing, obstructing and defeating the lawful
6 government functions of the Internal Revenue Service in the
7 ascertainment, computation, and collection of revenues by
8 improperly and falsely describing ATID's commission payments to
9 Greek agents as "Outside Computer Services" in ATID's books and
10 records.

11 E. MEANS BY WHICH THE OBJECTS OF THE CONSPIRACY REGARDING TAIWAN
12 WERE TO BE ACCOMPLISHED

13 19. The objects of the conspiracy regarding Taiwan were to
14 be accomplished in substance as follows:

15 a. Defendant LSL would agree to pay Hei a 10%
16 commission on all contracts secured for LSL as a result in part of
17 Hei's exercise of influence with Taiwanese military officials.

18 b. Defendant ATD would agree to pay Hei a 5%
19 commission on all contracts secured for ATD as a result in part of
20 Hei's exercise of influence with Taiwanese military officials.

21 c. Defendant LSL would prepare and use false and
22 fraudulent retainer agreements, purchase orders, and other
23 deceptive means to disguise and conceal the fact that LSL was
24 paying Hei 10% commissions totaling approximately \$3.94 million
25 for securing the Grumman-LSL Purchase Order and the Panelvision
26 Contract.

27 d. Defendant ATD and coconspirator LSII would use
28 deceptive means to disguise and conceal the fact that ATD was

1 paying Hei 5% commissions totaling approximately \$360,000 for
2 securing the Sandman Contract.

3 e. Defendant LSL would make false, fraudulent and
4 misleading entries in its accounting books and records by
5 misleadingly characterizing payments to Hei as other than
6 commissions. In particular, LSL would maintain books and records
7 misleadingly describing commission payments to Hei as payments for
8 "materials in transit."

9 f. Defendant ATD would make false, fraudulent and
10 misleading entries in its accounting books and records by
11 misleadingly describing payments to Hei as other than commissions.
12 In particular, ATD would maintain books and records misleadingly
13 describing commission payments to Hei through coconspirator LSII
14 as fees paid to LSII for program management services for Asian
15 contracts.

16 g. Defendants LSL and ATD would falsely represent and
17 cause others to falsely represent that they neither promised nor
18 paid contingent fees or commissions to any agent or representative
19 to secure contracts with Taiwan including, among other ways, in a
20 letter sent by U.S. mail to the CCNAA.

21 F. MEANS BY WHICH THE OBJECTS OF THE CONSPIRACY REGARDING GREECE
22 WERE TO BE ACCOMPLISHED

23 20. The objects of the conspiracy regarding Greece were to
24 be accomplished in substance as follows:

25 a. Defendant ATD would agree to pay percentage
26 commissions totaling in excess of \$10 million to four Greek agents
27 for their assistance in helping ATD secure the \$122 million ASPIS
28 Contract.

1 b. When the ASPIS Contract amendments increased the
2 contract value to over \$150 million, defendant ATD would agree to
3 pay in excess of \$12 million in commissions to the four Greek
4 agents.

5 c. Coconspirator ATID would act as the prime
6 contractor for the ASPIS Contract and its five amendments.

7 d. Between September 1993 and April 1997,
8 coconspirator ATID's accounting books and records would reflect
9 that the commissions paid to the Greek agents on the ASPIS
10 Contract were "Other Direct Costs."

11 e. Beginning in May 1997, coconspirator ATID's
12 accounting books would falsely describe as "Outside Computer
13 Services" monies that were actually commissions paid to the Greek
14 agents.

15 f. During a DCAA audit of the Contractor's
16 Certification for the ASPIS Contract, coconspirator ATID would
17 obstruct the DCAA audit by, among other things, making false
18 statements about the amounts and recipients of commissions ATID
19 paid on the ASPIS Contract.

20 G. OVERT ACTS REGARDING TAIWAN

21 21. In furtherance of the conspiracy and to accomplish the
22 objects of the conspiracy, defendants ATD and LSL, coconspirators
23 LSII and Hei, and other persons and entities both known and
24 unknown to the United States Attorney, committed various overt
25 acts within the Central District of California and elsewhere,
26 including but not limited to the following:

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1 a. In or about 1984, defendant LSL agreed to pay Hei
2 ten percent of the contract price for each contract secured by Hei
3 for LSL with Taiwan.

4 b. In or about 1985, defendant ATD agreed to pay Hei
5 five percent of the contract price for each contract secured by
6 Hei for ATD with Taiwan.

7 c. Between approximately August 1985 and March 1990,
8 using various purchase orders and agreements designed to conceal
9 the nature of the payments to Hei, defendant LSL paid Hei
10 approximately \$3.6 million in commissions in connection with the
11 Grumman-LSL Purchase Order and the Panelvision Contract.

12 d. In or about 1987, at defendant LSL's request, Hei
13 designated a company name -- Sycomm -- to be used to disguise and
14 conceal the true nature of a portion of the \$3.6 million in
15 commission payments to Hei in connection with the Grumman-LSL
16 Purchase Order and the Panelvision Contract. LSL and Hei then
17 entered into the "Sycomm Service Agreement," which was used by LSL
18 to pay Hei approximately \$525,514 in commissions which were
19 falsely characterized as payments for assistance in obtaining
20 office and residential space and services in Hong Kong.

21 e. Between approximately December 1987 and January
22 1990, in its accounting books and records, defendant LSL
23 mischaracterized approximately \$3.6 million in commissions paid to
24 Hei in connection with the Grumman-LSL Purchase Order and the
25 Panelvision Contract as payments for "materials in transit."

26 f. On or about January 15, 1988, defendant LSL falsely
27 certified to Grumman in a "Certificate of Compliance with Republic
28 of China Defense Procurement Policy" that LSL "has not paid,

1 offered, agreed to pay, nor will pay, any commission, percentage,
2 brokerage or contingent fee, to any person as a result of the
3 award of [the Grumman-LSL Purchase Order]."

4 g. On or about February 5, 1988, defendant ATD
5 executed the Sandman contract.

6 h. On or about April 7, 1988, defendant LSL caused
7 Panelvision to provide a certification to Taiwan stating that no
8 commissions had been promised or paid to secure the award of the
9 Panelvision Contract.

10 i. On or about April 16, 1988, defendant LSL caused
11 Panelvision to execute the Panelvision Contract.

12 j. On or about May 3, 1988, defendant LSL certified to
13 Beech that no commissions had been promised or paid in connection
14 with the Panelvision Contract.

15 k. On or about August 15, 1988, defendants ATD and LSL
16 entered into agreements with coconspirator LSII pursuant to which
17 LSII was paid approximately \$2.6 million, most of which was paid
18 by LSII to Hei for commissions owed by defendants.

19 l. Between approximately August 1988 and January 1990,
20 in its accounting books and records, defendant ATD
21 mischaracterized payments to coconspirator LSII which were
22 forwarded to Hei to pay commissions in connection with the Sandman
23 Contract as fees paid to LSII for program management services for
24 Asian contracts.

25 m. On or about December 3, 1993, defendant LSL falsely
26 stated in a letter sent through the U.S. Mail to the CCNAA in
27 Washington, D.C., that LSL had neither "employed [n]or retained
28 any company or person to solicit or secure the [Panelvision

1 Contract] on the basis of a commission, percentage, brokerage, or
2 contingent fee to be received as a result of the award of the
3 contract."

4 n. On or about May 6, 1996, defendant LSL provided a
5 certification to Grumman stating that the Grumman-LSL Purchase
6 Order did not contain any actual cost accumulation for sales
7 commissions paid to a Taiwanese agent retained to secure the
8 contract.

9 H. OVERT ACTS REGARDING GREECE

10 22. In furtherance of the conspiracy and to accomplish the
11 objects of the conspiracy, defendant ATD, coconspirator ATID, and
12 others both known and unknown to the United States Attorney,
13 committed various overt acts within the Central District of
14 California and elsewhere, including but not limited to the
15 following:

16 a. By contract dated March 1, 1992, defendant ATD
17 promised to pay a 3% commission to Greek agent Space Hellas for
18 its assistance in winning the ASPIS Contract.

19 b. By contract dated March 1, 1992, defendant ATD
20 promised to pay a 3% commission to Greek agent Constantine
21 Constantinidis for his assistance in winning the ASPIS Contract.

22 c. By contract dated September 12, 1992, defendant
23 ATD promised to pay a 4% commission to Greek agent Isabella
24 International for its assistance in winning the ASPIS Contract.

25 d. By contract dated January 8, 1992, defendant ATD
26 promised to pay a 4-6% commission to Greek agent Mati Consultants
27 Limited ("Mati") for its assistance in winning the ASPIS Contract.

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1 e. On or about March 18, 1993, coconspirator ATID
2 executed the ASPIS Contract for \$122,108,000.

3 f. Between May 1993 and December 1997, coconspirator
4 ATID executed five contract amendments to the ASPIS Contract,
5 increasing the total ASPIS contract value to over \$150 million.

6 g. Between August 1993 and June 1997, coconspirator
7 ATID paid the Greek agents identified above a total of
8 approximately \$10.5 million in commissions.

9 h. Beginning in September 1993, coconspirator ATID
10 accounting personnel booked the commissions paid to the Greek
11 agents on the ASPIS Contract in an ATID account titled "Other
12 Direct Costs."

13 i. In or about March 1997, coconspirator ATID received
14 notice from the DSAA that ATID would be audited by DCAA as to the
15 ASPIS Contract.

16 j. On or about May 7, 1997, coconspirator ATID
17 accounting personnel moved the commissions paid to Greek agents on
18 the ASPIS Contract from an account titled "Other Direct Costs" to
19 an account titled "Outside Computer Services" in ATID's books and
20 records.

21 k. As of June 2, 1997, coconspirator ATID internal
22 records reflected that it had paid in excess of \$10.5 million in
23 commissions to the Greek agents for ASPIS, and projected that it
24 would pay \$12.4 million in such commissions.

25 l. On about June 13, 1997, coconspirator ATID received
26 DCAA's audit questions, including DCAA's request for "[T]he
27 name(s) of consultants, agents, brokers, or employees that
28 represent your company and/or market your company's products in

1 the buyer's country, along with the amount paid for fees
2 commissions, retainers or bonuses applicable to the subject
3 contract."

4 m. In or about August 1997, coconspirator ATID
5 personnel verbally advised DCAA that ATID had not paid any
6 commissions in connection with the ASPIS Contract.

7 n. In response to DCAA's further inquiry, in or about
8 October 1997, coconspirator ATID falsely stated that it had paid
9 only \$4.3 million in commissions on the ASPIS Contract, and paid
10 only Greek agents Mati and Space Hellas.

11 o. In or about August 1997, in connection with tax
12 preparation, coconspirator ATID improperly designated the
13 approximately \$11.3 million of commissions payments booked as
14 "Outside Computer Services" as "materials" in cost of goods sold.

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COUNT TWO

[18 U.S.C. § 1001; 18 U.S.C. § 2(b)]

23. The United States Attorney realleges all of the allegations set forth in ¶¶ 1-21 and 25-26 of this Information as though set forth in full herein.

24. On or about November 5, 1994, in Washington D.C., within the District of Columbia and elsewhere, defendant LSL knowingly and willfully caused Grumman to make a materially false statement in a matter within the jurisdiction of departments or agencies of the United States, namely, the State Department, Office of Defense Trade Controls ("ODTC") and the United States Customs Service. In particular, on or about January 15, 1988, LSL knowingly and willfully submitted to Grumman a "Certificate of Compliance with Republic of China Defense Procurement Policy" which falsely stated that LSL had not promised or paid any commissions in connection with the Grumman-LSL Purchase Order. On or about November 5, 1994, in reliance on these previous false statements from LSL, Grumman falsely represented to ODTC that "[N]either the applicant nor its vendors have paid, or offered or agreed to pay, in respect of any sale for which a license or approval is requested, political contributions, fees or commissions as specified" in the regulations. In truth and in fact, contrary to this materially false certification and unknown to Grumman, LSL, one of Grumman's vendors, had promised and paid Richard Hei \$3.2 million in commissions for his assistance in securing the Grumman-LSL Purchase Order.

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COUNT THREE

[18 U.S.C. § 1341]

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3 25. The United States Attorney realleges all of the
4 allegations set forth in ¶¶ 1-23 of this Information as though set
5 forth in full herein.

6 26. Beginning in approximately 1984, and continuing until
7 approximately December 1993, in the District of Columbia and
8 elsewhere, defendant LSL devised and executed a scheme to defraud
9 as follows:

10 a. In or about 1984, LSL decided to use Richard Hei in
11 its efforts to secure military sales to Taiwan. LSL promised to
12 pay Hei a 10% commission on any contract he secured for LSL with
13 Taiwan, in exchange for Hei assisting LSL through his influence
14 and contacts with the Taiwanese military.

15 b. With Hei's assistance, in 1988, LSL was awarded the
16 Panelvision Contract, under which LSL, through Panelvision, was to
17 supply a flight inspection system to Taiwan, and was to receive
18 \$7,370,000.

19 c. On or about April 7, 1988, LSL knowingly submitted
20 a false certification to Taiwan stating that it had not paid or
21 agreed to pay any commissions resulting from the award of the
22 Panelvision Contract.

23 d. In reliance on LSL's certifications that LSL had not
24 paid or promised to pay commissions, Taiwan proceeded with the
25 Panelvision Contract, and paid LSL, through Panelvision,
26 \$7,370,000.

27 e. LSL paid Hei \$737,000 in commissions for his
28 assistance in securing the Panelvision Contract and concealed the

1 nature of the payments by, among other things, paying Hei through
2 false purchase orders, the false Sycomm Service Agreement and
3 intracompany transfers (as described in ¶¶ 18 and 20 above).

4 27. On or about December 3, 1993, for the purpose of
5 executing this scheme to defraud, defendant LSL caused to be
6 delivered by the United States Postal Service an envelope
7 addressed to the CCNAA located at 5010 Wisconsin Avenue,
8 Washington, D.C., which contained LSL's letter to Taiwan stating
9 that LSL had not paid a commission in violation of Taiwanese
10 procurement policy in connection with the Panelvision Contract.

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12
13 ALEJANDRO N. MAYORKAS
14 United States Attorney

15 *George S. Cardona*
16 GEORGE S. CARDONA
17 Assistant United States Attorney
18 Chief, Criminal Division

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KIMBERLY DUNNE
Assistant United States Attorney
Chief, Public Corruption & Government Fraud Section