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 UNITED STATES OF AMERICA

11 UNITED STATES DISTRICT COURT

12 FOR THE CENTRAL DISTRICT OF CALIFORNIA

13 UNITED STATES OF AMERICA,) CR No. 08-59(B) -GW
)
14 Plaintiff,) <u>GOVERNMENT'S MEMORANDUM IN</u>
) <u>RESPONSE TO DEFENDANTS'</u>
15 v.) <u>SUPPLEMENTAL SENTENCING</u>
) <u>INFORMATION FILED ON JULY 26,</u>
16 GERALD GREEN and) <u>2010; DECLARATION OF BRUCE H.</u>
17 PATRICIA GREEN,) <u>SEARBY; EXHIBITS</u>
)
18 Defendants.) Sent. Date: August 12, 2010
) Sent. Time: 9:30 a.m.
)
)
20 _____)

21

22 Plaintiff United States of America, through its counsel of
 23 record, the United States Attorney's Office for the Central
 24 District of California, and the Fraud Section, United States
 25 Department of Justice, Criminal Division, hereby files the
 26 ///
 27 ///
 28 ///

1 attached memorandum in response to defendants' Supplemental
2 Sentencing Information filed on July 26, 2010, the attached
3 declaration of counsel for the government, and the attached
4 exhibits.

5 DATED: August 5, 2010

Respectfully submitted,

6 ANDRÉ BIROTTE JR.
United States Attorney

7
8 ROBERT E. DUGDALE
Assistant United States Attorney
Chief, Criminal Division

9
10 _____ /s/

11 BRUCE H. SEARBY
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12 JONATHAN E. LOPEZ
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13 United States Department
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14 Attorneys for Plaintiff
15 UNITED STATES OF AMERICA
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1 MEMORANDUM IN RESPONSE TO DEFENDANTS' SENTENCING INFORMATION

2 I.

3 INTRODUCTION

4 In a supplemental sentencing brief filed on July 26, 2010
5 ("Def. 7/26/10 Br."), defendants GERALD GREEN and PATRICIA GREEN
6 cite two "recently" obtained witness statements to Thai
7 investigators that supposedly exculpate defendants and raise
8 questions about the government's discovery efforts. The
9 government hereby corrects for the record two notions advanced in
10 defendants' brief that are dead wrong.

11 First, the government has not "had access" to statements of
12 Thai tourism official Sethapon Chinandon ("Chinandon") collected
13 by the Thai Department of Special Investigations ("DSI") and the
14 Tourism Authority of Thailand ("TAT") in their own, independent
15 probes. The government had no prior awareness of the two
16 statements attached to defendants' filing. Nor was there any
17 obligation for the government to obtain them.

18 Second, the assertions supposedly so helpful to the defense
19 in the "recently" discovered statements are not news to them at
20 all. In April 2008, defendants received discovery of an 8-page
21 Federal Bureau of Investigation Form 302 memorandum of interview
22 ("FBI 302") that captured in detail Chinandon's oral statements
23 to the Royal Thai Police ("RTP") earlier that month at the U.S.
24 government's request. This FBI 302 conveyed all the statements
25 needed to identify Chinandon as a potential defense witness, and
26 yet defendants' brief remarkably fails to mention their receipt

1 of it or its contents. Though they had this FBI 302 some 18
2 months before trial, defendants did not call Chinandon as a
3 witness at trial or seek his Rule 15 deposition to controvert the
4 government's evidence that Governor Juthamas Siriwan ("the
5 Governor") rigged the TAT's contracting process from start to
6 finish to select defendants, in exchange for corrupt payments.

7 The Court should disregard defendants' misleading attempt to
8 create a cloud over the verdicts against them by means of this
9 inexplicably last-minute filing.

10 II.

11 DISCUSSION

12 A. DEFENDANTS ERRONEOUSLY CONTEND THAT THE GOVERNMENT "HAD
13 ACCESS" TO STATEMENTS BY CHINANDON TO THAI AUTHORITIES BUT
14 FAILED TO DISCLOSE THEM IN DISCOVERY

15 Defendants claim that the government "had access" to
16 statements Chinandon made to Thai investigators, but failed to
17 disclose them in discovery. (Def. 7/26/10 Br., at 10).
18 Defendants' claim is not only wholly without legal or factual
19 support, it unfairly attempts to cast doubt over the sufficiency
20 of discovery provided and implies that the government may have
21 purposefully withheld exculpatory information. This could not be
22 further from the truth. The government has provided all of the
23 evidence it received from Thailand. This practice is illustrated
24 by the June 2010 production to the defendants of the latest batch
25 of materials the government received from Thailand. Indeed, with
26 respect to all of the evidence the government has received from
27 Thailand, including this latest post-trial production, the

1 government has provided the defense with: (1) copies of documents
2 as originally received in the Thai language; and (2) any English
3 translations that the government has, at great expense, obtained.
4 Defendants' thinly-veiled accusation of a discovery violation is
5 completely without merit.

6 As an initial matter, the government is aware of only one
7 occasion on which Thai authorities interviewed Chinandon. On
8 April 9, 2008, at the government's request and with FBI agents
9 present, the RTP took the sworn, written, and signed statement of
10 Chinandon, which (as defendants concede) the government
11 thereafter produced in discovery.¹ (Declaration of Bruce H.
12 Searby ("Searby Decl.") ¶ 2; Exhibit CC to Def. 7/26/10 Br.).
13 The government was completely unaware of, did not request access
14 to, and never obtained additional interviews of Chinandon by the
15 DSI and the TAT. (Searby Decl. ¶ 3).

16 Defendants have made a giant leap from the fact that the
17 government has received a variety of specific mutual legal
18 assistance in this case from Thailand, to the unfounded
19 conclusion that the two sovereign countries have been involved in
20 a "joint investigation" or a "close alliance" in which the United
21 States would naturally have access to all the Thais' witness
22 interviews. (Def. 7/26/10 Br., at 5 n.2, 10 n.4). In fact, the
23 government has never presumed to ask for any and all fruits of
24

25
26 ¹ As noted previously, and as discussed further below in
27 this response, the FBI agents present prepared their own FBI 302
28 memorializing Chinandon's oral statements to the RTP, which the
government also provided to defense counsel in discovery.

1 the Thais' own investigations. (Searby Decl. ¶ 4). However, and
2 as stated previously, the government has turned over to
3 defendants all evidence it has received in response to its mutual
4 legal assistance requests to Thailand. (Id. at ¶ 5).

5 Moreover, defendants do not cite any legal authority
6 entitling them to discovery of a foreign nation's investigative
7 files even if those files are not in the U.S. prosecution team's
8 possession or control. Their allegations are especially
9 unfounded since defendants appear to have their own ability to
10 access these files. Defense counsel has indicated that the
11 defense has been in possession of these two statements --
12 unbeknownst to the government -- for the past several months
13 (including through several sentencing hearings).² It is unclear
14 why, at this stage, they have decided to employ them as a
15 mechanism to suggest misconduct.

16 For these reasons, the Court should reject any suggestion
17 that the government failed to disclose witness statements by
18 Chinandon to which it had access.

24 ² Defendants have attached only English translations and
25 have ignored the government's request to them (upon receiving
26 defendants' filing) for the original Thai documents and any
27 evidence of their authenticity. (Searby Decl. ¶ 6). However,
28 even assuming that these statements are both authentic and
accurately translated, there is no factual basis for defendants'
suggestion that the government "had access" to them.

1 B. DEFENDANTS HAVE KNOWN THE ESSENTIAL DETAILS OF CHINANDON'S
2 ACCOUNT OF THE CONTRACTING PROCESS SINCE APRIL 2008, BUT
3 FAILED TO CALL HIM TO CONTROVERT THE GOVERNMENT'S CASE

4 While defendants hint that these statements may be a basis
5 for a new trial motion, there is a simple reason why defendants'
6 post-trial acquisition of witness statements they say are "packed
7 full of exculpatory information" has not resulted in such a
8 filing: Well before trial, defendants were fully on notice of
9 elaborate statements by Chinandon in defense of the Greens and
10 the Governor -- but still did not call him as a defense witness
11 or seek a Rule 15 deposition of his testimony.

12 In their "Summary of New Information Presented," defendants
13 say that the "new evidence learned by the undersigned" from the
14 statements to DSI and TAT is that

15 the director of the LA TAT office from 2002 to 2004,
16 Mr. Sethapon Chinandon, had independently done research
17 work and vetted the Green company and Patrick de Bokay
18 -- its very qualified director, prior to the TAT
19 contracting for the first festival.

20 (Def. 7/26/10 Br., at 3).

21 Defendants then argue that this "previously un divulged
22 evidence" is "central" to whether they committed bribery because
23 it "supports the proposition asserted by the defense that the
24 Governor did not unilaterally control the process or direct the
25 festivals to the Greens because of bribes." (Def. 7/26/10 Br.,
26 at 3). Defendants claim that Chinandon would have "undercut" the
27 testimony of government witness Tippi Sucharitakul, which showed
28 that the Governor "had machinated, directed, and controlled the
29 hiring of the Green companies." (Def. 7/26/10 Br., at 8).

1 Defendants further claim that the formal 4-page statement to
2 the RTP signed by Chinandon on April 9, 2008 (Exhibit CC to Def.
3 7/26/10 Br.), produced in discovery, is "somewhat inculpatory,"
4 especially by comparison to Chinandon's statements on different
5 occasions to the DSI and TAT. (Def. 7/26/10 Br., at 8).

6 However, the signed statement prepared by the RTP is not the only
7 record of Chinandon's questioning by the RTP on April 9, 2008.

8 Missing from defendants' account is the previously-
9 referenced FBI 302 that memorialized in far greater detail
10 Chinandon's oral statements to the RTP on April 9, 2008. (Searby
11 Decl. ¶ 7; Exhibit 20, attached hereto). FBI case agents
12 present, who followed the questioning with the aid of a Thai
13 linguist, wrote the FBI 302. (Id. at Bates No. 22252).

14 In his oral statements of April 9, 2008 as recorded by the
15 FBI, Chinandon made the same points that defendants now claim
16 they did not learn until "recently," including the following:

- 17 • During 2002, Chinandon was authorized by the Governor
18 to hire a consultant to make preparations to work on
19 the Bangkok International Film Festival ("BKKIFF").
The Governor's instructions were to hire a company, but
she did not say what company to hire.
- 20 • Chinandon began searching for a company that could meet
21 the Terms of Reference he had been given, by asking
22 around Los Angeles for help from Thais, marketing
23 people, the UCLA film school, Thai Airways, and the
24 owner of a tour company, before finding (Green
employee) Scott Kelly ("Kelly").
- 25 • Chinandon solicited companies he contacted through
26 Kelly to submit proposals for the BKKIFF.
- 27 • Chinandon received a BKKIFF proposal on behalf of Film
28 Festival Management ("FFM") from Patrick Debokay, who
heard of the contract through Kelly. Chinandon
reviewed FFM's qualifications before it was hired.

- 1 • It was Chinandon's duty to put together the BKKIFF
2 contract, which was overseen by a committee in Bangkok.
3 The committee would have reviewed the contract before
4 it went for final approval to the Governor.
- 5 • TAT branch offices in other foreign countries besides
6 the United States had also been asked to find suitable
7 people and companies to run the BKKIFF.
- 8 • All payments on the BKKIFF were made in accordance with
9 Thai regulations on procurement.
- 10 • FFM did good work and Chinandon speculated that this
11 was why the company continued to be hired.
- 12 • Chinandon did not have any knowledge of bribes,
13 kickbacks, or any money given to the Governor or others
14 on her behalf.

15 (Exhibit 20, at Bates No. 22252-22258).

16 On the afternoon of April 30, 2008, the government faxed
17 this FBI 302 to both defense counsel as one of four Bates-
18 numbered interview memoranda produced beneath a discovery cover
19 letter. (Searby Decl. ¶ 8; Exhibit 21, attached hereto).

20 Despite the nearly immediate provision of this FBI 302 in
21 discovery to defendants, they now make the stunning claim:

22 Now it appears, contrary to the single interview
23 disclosed - the Thai Police report (Exhibit CC) that
24 Mr. Chinandon would have been a significant and
25 exculpatory witness for the defense
26 Furthermore, had this information been known, a
27 deposition could have been sought of Mr. Chinandon and
28 his voluntary presence sought as a witness at trial . . .

(Def. 7/26/10 Br., at 11).

To the contrary, defendants simply chose not to call
Chinandon as a witness despite having discovery of the substance
of the statements that they now claim are newly-discovered.

1 Because of defendants' choice not to call Chinandon as a
2 witness, Chinandon was not subject to government cross-
3 examination and his would-be testimony was not subject to
4 rebuttal. The Court should reject defendants' effort now to use
5 Chinandon's untested statements to rebut the sworn, cross-
6 examined testimony of the government's trial witnesses and the
7 other documentary evidence the government introduced at trial,
8 which showed the Governor's full command of the contracting
9 process in favor of defendants.

10 III.

11 CONCLUSION

12 The Court should disregard defendants' effort as part of
13 this sentencing to sully the government with baseless suggestions
14 of a discovery violation and to undermine the Court's confidence
15 in the verdicts. The Court should impose sentences at the
16 upcoming hearing on August 12, 2010 without further delay.

17 DATED: August 5, 2010

Respectfully submitted,

18 ANDRÉ BIROTTE JR.
United States Attorney

19 ROBERT E. DUGDALE
20 Assistant United States Attorney
21 Chief, Criminal Division

22 _____ /s/

23 BRUCE H. SEARBY
Assistant United States Attorney
24 JONATHAN E. LOPEZ
Senior Trial Attorney
25 United States Department
of Justice, Fraud Section

26 Attorneys for Plaintiff
27 UNITED STATES OF AMERICA

DECLARATION OF BRUCE H. SEARBY

I, Bruce H. Searby, declare as follows:

1. I am an Assistant United States Attorney ("AUSA") in the United States Attorney's Office for the Central District of California ("USAO"). I am one of the prosecutors who represent the government in this case, along with Senior Trial Attorney Jonathan E. Lopez ("STA Lopez"). This declaration is filed in support of the GOVERNMENT'S MEMORANDUM IN RESPONSE TO DEFENDANTS' SUPPLEMENTAL SENTENCING INFORMATION FILED ON JULY 26, 2010. I am personally knowledgeable about the facts set forth below, and if called to testify about them, I could do so competently.

2. Since at least early 2007, I have been personally and continuously involved in directing every aspect of the government's investigation of this case, including its pursuit of evidence in the Kingdom of Thailand through Mutual Legal Assistance Treaty ("MLAT") requests. One request that the government made to the Thai central authority was to conduct an interview of Sethapon Chinandon ("Chinandon") with United States law enforcement agents present. This request eventually led on April 9, 2008 to the Royal Thai Police ("RTP") questioning Chinandon and taking his sworn, written, and signed statement in the presence of the two Federal Bureau of Investigation ("FBI") case agents, Special Agents Elizabeth Rivas ("SA Rivas") and Farrell Binder ("SA Binder"). After obtaining this written Thai-language statement signed by Chinandon through the Thai central authority's return of MLAT responses, the government had them translated into English, and I produced both versions to defendants in discovery (facts which defendants do not dispute).

1 3. Neither I, nor to my knowledge any other person acting
2 on behalf of the United States government, was aware of,
3 requested access to, or obtained additional interviews of
4 Chinandon by the Department of Special Investigation ("DSI") and
5 the Tourism Authority of Thailand ("TAT"). Since defendants'
6 filing of their Supplemental Sentencing Information on July 26,
7 2010, I have conferred with STA Lopez, SA Rivas, and SA Binder,
8 who have told me that they were also unaware of any statements by
9 Chinandon to the DSI and the TAT.

10 4. Based on my thorough knowledge of the government's
11 requests for legal assistance from the Kingdom of Thailand, I
12 know that the government has never presumed to ask for any and
13 all fruits of the Thais' own investigations.

14 5. Based on my thorough knowledge of the discovery in this
15 case, I know that the government has turned over to defendants
16 all evidence it has received in response to its mutual legal
17 assistance requests to Thailand.

18 6. Defendants have attached to their filing on July 26,
19 2010 only English translations and have ignored the government's
20 request to them (upon receiving defendants' filing) for the
21 original Thai documents and any evidence of their authenticity.

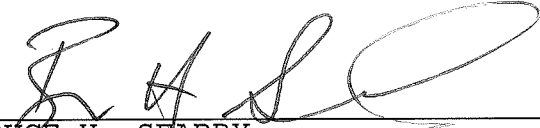

22 7. Missing from defendants' latest filing is any mention
23 of a FBI Form 302 memorandum of interview ("FBI 302") that
24 memorialized Chinandon's oral statements to the RTP on April 9,
25 2008. SA Rivas and SA Binder were present and followed the RTP's
26 questioning of Chinandon with the aid of a Thai linguist. Their
27 FBI 302 is a great deal longer and more detailed than the written
28 statement in the Thai language prepared by the RTP and signed by

1 Chinandon. A true and correct copy of this FBI 302, as Bates-
2 numbered for discovery, is attached hereto as Exhibit 20.

3 8. On the afternoon of April 30, 2008, I caused this FBI
4 302 to be faxed to both defense counsel as one of four Bates-
5 numbered interview memoranda produced beneath a discovery cover
6 letter. True and correct copies of the cover letter, fax cover
7 sheet, and fax confirmation sheets that accompanied this
8 production, which I have retrieved from my own discovery file,
9 are attached hereto as Exhibit 21.

10 I declare under penalty of perjury that the foregoing is
11 true and correct to the best of my knowledge and belief.

12 DATED: 8/5/2010

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14 BRUCE H. SEABY
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FEDERAL BUREAU OF INVESTIGATION

Date of transcription 04/11/2008

Sethapon Chindanon (Chindanon), fifty-eight years of age, was interviewed by Royal Thai Police (RTP) Interrogator Wutthichai Pranertpakorn and, for part of the interview, RTP Interrogator Deputy Superintendent Lieutenant Colonel Larp Sopa and Pol. Col. Chait, Tangnara. Also present during the interview were SAs Elizabeth Rivas and Farrell A. Binder, Thai Linguist Suntorn "Sunny" Siyarngnork and for part of the interview, RPT Investigation Officer Police Major Premsook "Fonz" Riddhimat.

In 1980, Sethapon was first hired by the Tourism Authority of Thailand (TAT) and has been employed for approximately 28 years. From August 2001 to August 2004, he was employed as the Director of the Los Angeles TAT office and was stationed in Los Angeles. In August 2004, he returned to Bangkok and worked as a General Inspector. From 2004 to 2007, he was the TAT Director in charge of the Region of America and was stationed in Bangkok. Last year, he became the TAT Regional Director for Northern Thailand.

Sethapon advised that he swore before the sacred things that he believed in that he would testify before the investigators with integrity, and honesty as follows:

From 2002 to 2006, he was responsible for the Bangkok International Film Festival (BKKIFF). He was assigned by TAT Governor to the TAT Los Angeles office for procurement. He believed that Juthamas Siriwan (Juthamas) was the TAT Governor at the time. There was a transition period when one governor was removed and another was appointed. During the interview, Sethapon contacted someone at the TAT office in Thailand who advised that in 2002, the Governor was Pradech Phyakvichien. So Juthamas was Deputy Governor at the time. He advised that as Director of Northern Thailand he was responsible for promoting tourism and marketing of tourism in Northern Thailand.

During 2002, Sethapon moved to Los Angeles, a year after there was a change in the TAT Governor. He was authorized by TAT Governor Juthamas and was given instructions to hire a consulting to make preparations to work on the BKKIFF. Her instructions were

Investigation on 04/09/2008 at Bangkok, Thailand

File # [REDACTED] Date dictated _____

by SA Elizabeth Rivas/er; SA Farrell A. Binder

EXHIBIT 20

Continuation of FD-302 of

Sethapon Chindanon, On 04/10/2008 Page 2

to hire a company, but Juthamas did not say what company to hire. He had to hire a company for planning and consulting for the BKKIFF. He recalled receiving a letter from TAT officials which authorized him to look for a consultant for the festival. He was given authority to spend \$140,000 hiring a consultant in the U.S.

For the BKKIFF, every year there were two periods for the festival contract. TAT Bangkok gave him the Terms of Reference (TOR) for the festival work that needed to be done at a cost of \$140,000. The TORs told Sethapon what to do. He began searching for a company because this was a new job that he had never done before. Normally, he worked with tour companies. This request related to movies, an area for which he had no prior experience. He asked Thais and marketing people in Los Angeles for help. He recalled talking to three sources about this request, in an attempt to find a company to consult with and to plan the BKKIFF.

Sethapon initially contacted the film school at UCLA and was told they could not provide outside contract work. He called a contact at Thai Airways. Then, he contacted Judy Garland, the owner of a tour company in Los Angeles. He also contacted Scott Kelly (Kelly) who worked at a company in Los Angeles that designed posters for movies. Kelly worked for a company that the TAT had previously hired to design a website. Kelly knew people in the movies and moved in those circles. Sethapon asked these companies to submit proposals for the BKKIFF and he provided them with the TORs. He recalled that a public relations company came in to the TAT office to discuss the festival. He may have also spoken to a few movie makers who came into the TAT office.

Film Festival Management submitted a proposal by Patrick deBokay (deBokay) to be hired for the planning of the BKKIFF. Sethapon claimed that deBokay learned of the contract from Kelly, who at the time worked for the company Total Creative (Total). Sethapon knew Kelly from the TAT website. Sethapon advised that Kelly worked for Total, not FFM. Sethapon said that he did not know that Gerald Green (Green) owned Total because Sethapon was constantly in touch with Kelly and only dealt with Kelly on the website contract. Sethapon was unaware of the company shareholders and said he never checked the company registration and would not know the company structure.

He looked at the qualifications of FFM and FFM brought freelance people in to run the festival. The first year of the festival, before FFM was hired and the proposal came in, Sethapon's

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Continuation of FD-302 of Sethapon Chindanon, On 04/10/2008 Page 3

predecessor worked at the TAT Los Angeles. Juthamas traveled frequently to Los Angeles and visited the TAT office. Sethapon also met with Juthamas in other cities when she traveled to the U.S. including New York and Chicago.

Sethapon's job as Director of TAT Los Angeles was to promote tour companies. The work he did on the BKKIFF was a special project. He was in charge of public relations and the Deputy Governor sent him a request for assistance with the BKKIFF. His job according to his job description, was to promote tourism for Thailand and he reported to another chain of command, the Deputy Governor of Public Relations.

When Sethapon first met Green he did not know Green and Juthamas were friends, but later found out about the relationship. In early 2002, Green took over the company that was hired for the TAT website project. During the last website installment payment he receive a letter, signed by Green, that was from a company called Artist Design (Artist). The letter indicated that Artist had taken over Total Creative and instructions were given for TAT payments to now be made to Artist. He sent the letter to Bangkok asking for approval to pay the new company.

Upon receiving Green's letter, Sethapon had to get approval from the Deputy Governor of Foreign Affairs, to pay Green through Artist, for the website project. Sethapon believed that Artist was owned by Green because the letter indicated so. After he received the letter, he was told that he would be introduced to Green at a later date. Early in 2002, Sethapon met Green at an Italian restaurant in Los Angeles. Green held a mid-management position at Total Creative.

Sethapon knew that the website project/contract was originally given to Total Creative and the name had changed to Artist. That was when Sethapon knew that Green had taken over Total Creative. During the website project, he met with Kelly who did the coordination work. In the office, he recalled hearing people talk about Green and that he and Juthamas were friends. He could not recall whom he heard this from and when he heard this information. He said he did not pay much attention to this information. He also heard from Kelly that Juthamas and Green were friends.

Kelly worked on the BKKIFF and later traveled to Thailand as part of the festival team. When Sethapon was based in Los

Continuation of FD-302 of

Sethapon Chindanon, On 04/10/2008 Page 4

Angeles, he did not travel to Thailand to attend the festival. He knew that Kelly traveled to Thailand for the festival. He heard that Kelly had traveled to Bangkok recently, but he was not sure in what capacity. Bangkok TAT set up a committee to work on the festival. It was Sethapon's duty to put together the contract which was overseen by the committee in Bangkok. He was unsure of what Kelly's capacity was regarding the BKKIFF. DeBokay was assigned to FFM and Kelly was an employee of Artist.

Sethapon advised that he did not know Green was the owner of FFM. The proposal was submitted by deBokay. At the beginning, Sethapon did not know Green owned FFM and claimed that to this day, he still does not know if Green owned FFM. Sethapon signed the contract and sent the paperwork and proposal which listed deBokay's name back to Bangkok. Sethapon claimed that deBokay signed the contract and was the coordinator for FFM. Sethapon signed the contract to hire people in Los Angeles on behalf of the TAT. He said Juthamas gave him authority to sign the contract after the proposals were submitted and approved. The committee working on the festival would have reviewed the proposal before it was submitted to Juthamas for final approval. Sethapon had the authorization from Juthamas to review and sign the contracts. Sethapon did not report directly to the Juthamas because he was at a much lower level.

He recalled consulting with the procurement department regarding the BKKIFF contract. Most of the work for the festival was done in Bangkok and Sethapon had to work closely with the committee who made decisions in Bangkok. His job was organizing tour groups in Bangkok and he never saw everything related to the festival with his own eyes. Recent newspaper articles and rumors indicated that Green owned FFM.

Sethapon advised that he had authority to approve TAT projects up to \$2,000. For amounts higher than this amount, the proposals had to go to the central office in Bangkok. The Deputy Governor had approval authority from \$10,000 to \$100,000. Amounts over \$100,000 up to a certain amount were approved by the Governor in accordance with the Prime Minister regulations. Amounts beyond the Governor's level had to be approved by the Board of Directors.

Sethapon claimed that each overseas TAT branch was asked to look for a company to work on the BKKIFF. He was in Hollywood and was asked to provide details and to invite movie stars and individuals to serve as movie judges for the festival. The U.S.

Continuation of FD-302 of Sethapon Chindanon, On 04/10/2008 Page 5

had the Oscars and the Thais had competition with Korea. The Thais wanted U.S. movie stars to travel to Thailand and to visit Thai attractions which would be good for public relations. Hollywood had a collection of movie stars, producers and movie financiers. Oliver Stone and many other stars attended the BKKIFF. There was also hope that producers would pick sites in Thailand for movies. The Film Festival Market was organized for Thai producers to buy movies. Lectures and other courses were offered at the film festival to improve the Thai movie market.

Sethapon advised that for the website project, Bangkok TAT approved the contract and then the Los Angeles TAT office was authorized to approve a one year contract which could be renewable each year. After the approval by the Governor, he was authorized to sign the website contract in Los Angeles. The website contract had two periods, one was for development of the website and the other was for website hosting. The committee in Bangkok selected the company that he would be authorized to pay. The final decision maker on contracts was the TAT Governor.

Regarding the BKKIFF contract, he stated that he was told to find a company and to submit names to the Bangkok TAT head office who selected the company. Every year there were two contracts for the festival. One contract was for the preparation of the festival and the second contract was for the execution of the festival and each contract had a budget. Sethapon thought the first part of the contract was for approximately \$100,000 or the equivalent of 20 million baht. He would not have had the authority to approve a contract for this amount. The second year he was told the contract would be larger. He speculated that Bangkok TAT wanted a grander event. He said he was told they needed more specialized work, but he could not recall who told him this. That Sethapon was in Los Angeles at the time and claimed that FFM did good work and speculated that was why the company continued to be hired. He speculated that this may have been the view of the Bangkok TAT office and the committee members, but he did not have personal knowledge of their views.

After invoices and other paperwork were submitted for payment, the Los Angeles office sent the documents to TAT Bangkok for review. Bangkok reviewed the paperwork and would advise that the payment was approved and funds would be released. He thought the festival contracts stated that payments were to be paid in several installments. TAT Bangkok would transfer funds, via wire, from the central TAT office to the TAT overseas offices. Funds would be

Continuation of FD-302 of Sethapon Chindanon, On 04/10/2008 Page 6

transferred from the TAT Bangkok office to the bank account of Los Angeles TAT office to pay the festival contract. He and a deputy would jointly sign the payments to FFM. Two TAT representatives of the Los Angeles office had the responsibility of signing TAT checks. He advised that all payments were made in accordance with the Prime Minister's regulations on procurement. Even though he was authorized to sign the contract, he was required to report to the festival committee on festival activities.

As Governor, Sethapon believed that Juthamas was on the TAT BKKIFF committee. He submitted documents to the committee Secretary. The committee member changed over the years. There are TAT documents that outlined each BKKIFF year and the committee members per year. He reviewed the documents each contract year and reviewed the instructions on the appointment of committee members.

Juthamas was his superior, his boss, and he knew her as his superior in the organization. He did not have a special relationship with her other than a relationship between a superior and a subordinate. He never had direct contact with Juthamas regarding the BKKIFF. There were different procedures to follow. He claimed that he did not know if Juthamas had a special interest in the BKKIFF because the committee had to review the project.

The last time Sethapon spoke with Juthamas was during her retirement party reception which he believed occurred in October, possibly in 2007, during her last year at the TAT.

Sethapon was unaware of contracts related to the Thailand Privilege Card (TPC). The TPC was separate from the TAT and he did not have any involvement with the TPC or contracts related to a book on Thailand, calendars or a Jazz Festival.

Sethapon did not know Jittisopa Siriwan (Jittisopa). He knew Juthamas had a daughter, but he did not have contact with her. Jittisopa did not get involved with the festival and she did not have contact with the Los Angeles TAT office. When he was in Los Angeles and then returned to Bangkok, he did not believe Jittisopa was involved in the BKKIFF. To his knowledge, Jittisopa was not employed by the TAT. He read a newspaper article that indicated that she may have previously worked for the Ministry of Finance, but he did not know for sure. He heard that Jittisopa had changed jobs. He did not follow her because he was in the U.S. and mainly learned about her from the press. He recalled that people in the

Continuation of FD-302 of

Sethapon Chindanon, On 04/10/2008 Page 7

office also said she previously worked for the Ministry of Finance.

Sethapon knew Green owned Artist towards the end of work on the website project. He never saw Green present in meetings with Juthamas. He chatted with them at restaurants or at other public relations events related to the BKKIFF.

Sethapon did not have any knowledge of bribes, kickbacks or any money being given to Juthamas, or to others on her behalf. Because he was at a junior level, he would not have any knowledge of this activity. He said he did not know this to be the case he only wanted to finish and to get back to his job. He did not have any knowledge of payments being made to Jittisopa, or to others on her behalf. He said he did not know whether she or her mother received any payments. Juthamas and Sethapon did not go to school together. Sethapon graduated from Thammasat University and Juthamas attended Chula University and was older than him.

Regarding companies owned by Green, he advised that Total Creative branched out of Total Film Group, a movie production company. He did not know the company structure, but he thought they had different names and may have been different companies. He recognized that names SASO Entertainment, FFM and Creative Ignition from two years ago, related to the BKKIFF. He knew these companies from the work he did for the TAT in Los Angeles. He knew these companies were three companies involved with the BKKIFF. When asked if the companies operated in the same office he advised that they submitted their paperwork with the name of each company and a different address.

The first year of the contract he said the companies had separate offices, because the paperwork had different addresses. At the time, Sethapon had not visited their offices. He stated that Ignition and FFM looked like they worked together. DeBokay had a different office. The second year of the BKKIFF, Sethapon thought that FFM and SASO had different offices. The third year he recalled that FFM and two other companies (names not recalled) all operated out of the same offices. He could not recall how payments were made to the various companies and if the TAT checks were picked up at the TAT Los Angeles office. He advised that the TAT Los Angeles accounting staff would know if the checks were picked up and by whom.

022258

Continuation of FD-302 of Sethapon Chindanon, On 04/10/2008 Page 8

To his knowledge, FFM worked on the festival, SASO performed public relations work and worked on movies and Ignition did design work. SASO handled media for the BKKIFF and FFM implemented the festival. Ignition prepared design work. He recalled that it was confusing with more companies and after he left he was unsure what companies were used for the festival in later years.

He visited the offices of Ignition and FFM. He advised that these companies were located in the same offices, but may have been divided into different rooms within the same office space. He also visited Artist, but could not recall if Artist was in a different office. When he visited the offices he met with whomever was listed as the person who signed the contact. He recalled seeing Kelly at FFM, but thought the FFM contract was signed by deBokay.

When he went to the offices he did not recall seeing Patricia Green (Patricia). He met her when he went to BKKIFF events, dinners, movie events and receptions.

Sethapon did not have any documents to provide investigators.

Sethapon advised that he did not tell anyone about the interview other than the current TAT Governor Phornsiri Manoharn.



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April 30, 2008

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Re: United States v. Gerald Green, et al., CR No. 08-59-GW

Dear Counsel:

The United States is hereby providing you with the attached documents, Bates Nos. 022240-022266, as the **fifth production** of discovery in the above-referenced case, to be followed by further discovery in the coming days and weeks. This fifth production consists of the following category of documents:

- FBI reports (with standard, minimal redactions) re: interviews in Thailand of Charles Clay, Nicholas Snow, Sethapon Chindanon, and Suraphon Sretasreni

The government's discovery in this case is ongoing, and you will receiving more copies in the coming weeks.


EXHIBIT 21

Please let me know if you have any questions or concerns about any of the foregoing.

Yours,

THOMAS P. O'BRIEN
United States Attorney

CHRISTINE C. EWELL
Assistant United States Attorney
Chief, Criminal Division



BRUCE H. SEABY
Assistant United States Attorney

Attachments



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DATE: April 30, 2008

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