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2011 OCT 13 PM 3:46

CLERK U.S. DISTRICT COURT
CENTRAL DISTRICT OF CALIF.
LOS ANGELES

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 UNITED STATES OF AMERICA

16 UNITED STATES DISTRICT COURT

17 FOR THE CENTRAL DISTRICT OF CALIFORNIA

18 UNITED STATES OF AMERICA,

19 Plaintiff,

20 vs.

21 ONE WHITE CRYSTAL-COVERED "BAD
 22 TOUR" GLOVE AND OTHER MICHAEL
 23 JACKSON MEMORABILIA;
 24 REAL PROPERTY LOCATED ON
 25 SWEETWATER MESA ROAD IN MALIBU,
 26 CALIFORNIA; ONE 2011 FERRARI
 599 GTO,

27 Defendants.

) No. CV 11-3582-GW

) FIRST AMENDED VERIFIED

) COMPLAINT FOR FORFEITURE IN REM

1 Plaintiff United States of America, by and through its
2 undersigned attorneys, in a case of forfeiture *in rem*, alleges
3 that:

4 I.

5 NATURE OF THE ACTION

6
7 1. This is an action *in rem* to forfeit approximately \$32
8 million in real and personal property held for the benefit of
9 Teodoro Nguema Obiang Mangue, the Minister of Agriculture and
10 Forestry of Equatorial Guinea and the son of the President of
11 Equatorial Guinea. This action is brought against property that
12 was derived from extortion, or from the misappropriation,
13 embezzlement, or theft of public funds by or for the benefit of a
14 public official, in violation of the law of Equatorial Guinea, and
15 property that was involved in acts of money laundering, in
16 violation of U.S. law. As property derived from a violation of
17 foreign law, the defendants *in rem* are subject to forfeiture
18 pursuant to 18 U.S.C. § 981(a)(1)(C), and as property involved in a
19 money laundering offense in violation of 18 U.S.C. §§ 1956 or 1957,
20 the defendants *in rem* are subject to forfeiture pursuant to 18
21 U.S.C. § 981(a)(1)(A). The defendants *in rem*, obtained through the
22 abuse of public office and illegally laundered through the abuse of
23 financial institutions and businesses in the United States, are
24 believed to be currently located within the Central District of
25 California.
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II.

THE DEFENDANTS IN REM

A. One White Crystal-Covered "Bad Tour" Glove and Other Michael Jackson Memorabilia

2. The defendant White Crystal-Covered "Bad Tour" Glove and miscellaneous other Michael Jackson memorabilia (hereinafter "defendant memorabilia" or "defendant Michael Jackson memorabilia") are listed in Attachments A-1, A-2, and A-3 hereto. These items are believed to be located at the defendant real property located on Sweetwater Mesa Road, Malibu, California, described below and in Attachment B hereto.

B. Real Property Located on Sweetwater Mesa Road, Malibu, California

3. The defendant real property, as more fully described in Attachment B hereto, is titled in the name of Sweetwater Malibu, LLC, is located on Sweetwater Mesa Road, Malibu, California, and includes all appurtenances, improvements, and attachments thereon, as well as all leases, rents, and profits derived therefrom (hereinafter "Sweetwater property" or "defendant real property").¹

C. 2011 Ferrari

4. The defendant 2011 Ferrari is described as follows: One 2011 Ferrari 599 GTO, VIN ZFF70RCA6B0176109, its tools and appurtenances (hereinafter "defendant 2011 Ferrari").

¹ Pursuant to Local Rule 79-5.4(e), home addresses have been omitted from this complaint.

1 to seize the defendant real property at this time. The United
2 States will, as provided by 18 U.S.C. §§ 985(b)(1) and (c)(1):

- 3 • Post notice of this action and a copy of the Amended
4 Complaint on the defendant real property;
- 5 • Serve notice of this action on the defendant real
6 property's owner, and send such a notice to any other
7 person or entity who may claim an interest in the
8 defendant real property, along with a copy of this
9 Amended Complaint;
- 10 • If necessary, request and execute a writ of entry for
11 purposes of conducting an inspection and inventory of the
12 defendant real property.
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15 IV.

16 BASIS FOR FORFEITURE

17 12. The defendant assets are subject to forfeiture pursuant
18 to 18 U.S.C. § 981(a)(1)(C) because they are property constituting
19 or derived from proceeds traceable to an offense constituting
20 "specified unlawful activity." Specified unlawful activities are
21 defined by 18 U.S.C. § 1956(c)(7) and include foreign offenses
22 involving "extortion," or "the misappropriation, theft, or
23 embezzlement of public funds by or for the benefit of a public
24 official."
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1 13. The defendant assets are also subject to forfeiture
2 pursuant to 18 U.S.C. § 981(a)(1)(A) because they constitute
3 property involved in a transaction or an attempted transaction in
4 violation of section 1957 of Title 18, United States Code, or are
5 property traceable to such assets. Section 1957 prohibits the
6 conducting of a monetary transaction with property known
7 to be the proceeds of unlawful activity with a value greater than
8 \$10,000, *i.e.*, the proceeds of a foreign offense involving
9 extortion, or the misappropriation, theft, or embezzlement of
10 public funds by or for the benefit of a public official. See 18
11 U.S.C. § 1956(c)(7)(B)(ii), (iv).
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14 14. The defendant real property and memorabilia are also
15 subject to forfeiture pursuant to 18 U.S.C. § 981(a)(1)(A) because
16 they constitute property involved in a transaction or an attempted
17 transaction in violation of section 1956 of Title 18, United States
18 Code, or are property traceable to such assets. Section
19 1956(a)(1)(B) prohibits the conducting of a financial transaction
20 with property known to be the proceeds of unlawful activity with
21 the intent to conceal the nature, location, source, ownership, or
22 control of proceeds of a specified unlawful activity, *i.e.*, a
23 foreign offense involving extortion, or the misappropriation,
24 theft, or embezzlement of public funds by or for the benefit of a
25 public official. See 18 U.S.C. § 1956(c)(7)(B)(ii), (iv).
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1 **Inner Circle:** A small number of individuals who hold
2 critical positions of political and economic power in
E.G.

3 **Senate Permanent Subcommittee on Investigations Report**
4 **("PSI Report"):** Report issued in July 2004 by the
5 United States Senate Permanent Subcommittee on
6 Investigations on money laundering and foreign
7 corruption, which focused in part on money brought to
8 Riggs Bank in the United States from E.G. that was
suspected of being proceeds of foreign corruption in
E.G.

9 **Riggs National Bank** is the financial institution in
10 Washington, D.C., where the government of E.G. and
11 members of the Inner Circle maintained depository
accounts from 1995 to 2004.

12 **B. Background**

13 18. Equatorial Guinea is a West African country. The
14 population in 2009 was approximately 680,000, according to data
15 compiled by the World Bank.

16 19. The country was colonized by the Portuguese in the late
17 1600s and ceded to Spain in 1778; it gained independence in 1968.
18 The first President was Francisco Macías Nguema.

19 20. In 1979, Macías Nguema was overthrown in a coup d'état.
20 His nephew, Teodoro Obiang Nguema Mbasogo, who was previously the
21 military governor of Bioko Island and Vice-Minister of the Armed
22 Forces, became President of Equatorial Guinea (hereinafter
23 "President Obiang").
24

25 21. More than three decades after seizing control from his
26 uncle Macías Nguema, President Obiang is still in power.
27
28

1 22. President Obiang exercises plenary control over the
2 Government of Equatorial Guinea. Nearly all positions of political
3 and economic power in E.G. are held by the Inner Circle.

4 23. One member of the Inner Circle is Teodoro Nguema Obiang
5 Mangué (hereinafter "Nguema"), President Obiang's eldest son, who
6 has been appointed by his father to various ministerial positions.
7 Nguema is the beneficial owner of the defendant assets.

8 24. During President Obiang's more than 30-year rule, members
9 of the Inner Circle have amassed extraordinary wealth through a
10 variety of corrupt schemes.

11
12 **C. Embezzlement and Misappropriation of E.G.'s Natural Resources**

13 25. Under E.G. law, the nation's mineral resources and
14 hydrocarbons belong to the public, not to individuals. (See Ley No
15 8/2006, de fecha 3 de noviembre de Hidrocarburos de la Republica de
16 Guinea Ecuatorial.) Similarly, Equatoguinean law provides that the
17 National Forestry Reserve is permanent, inalienable, and part of
18 the public domain, and that the National Forests are reserved for
19 exclusive economic extraction and development by the State. (See
20 Ley No 1/1997, Sobre El Uso Y Manejo De Los Bosques.)

21 26. Since the commencement of large-scale extraction of its
22 oil reserves beginning in the mid-1990s, E.G. has become a major
23 oil and gas producer. By 2004, it was the third-largest oil and
24 gas producer in Sub-Saharan Africa. Over the last several years,
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1 oil and gas exports have resulted in billions of dollars in annual
2 revenue.

3 27. Equatorial Guinea also derives income from natural
4 resources other than oil and gas, primarily timber, its second
5 major export commodity.

6 28. As of 2006, the Equatoguinean economy had grown 20 times
7 larger than it was in the mid-1990s, reflecting the massive E.G.
8 revenues derived primarily from oil and gas production.

9 29. Despite E.G. laws regarding public ownership of its
10 natural resources, and despite an extraordinary expansion in the
11 economy of Equatorial Guinea, living standards of the general
12 population remain at a subsistence level.

13 30. At the same time, over at least the past two decades,
14 members of the Inner Circle have gained enormous wealth through
15 violations of E.G. law, using a variety of methods. These include
16 extortion and misappropriation, theft, and embezzlement of public
17 funds. Details concerning these methods of corruption are set
18 forth below at paragraphs 50-75.

19 31. Corruption in E.G. began receiving public scrutiny in the
20 United States in the mid-2000s, following an investigation
21 conducted by the U.S. Senate's Permanent Subcommittee on
22 Investigations. The 2004 PSI Report revealed that, from at least
23 1995 to 2004, the Government of E.G. directed that payments from
24 oil companies be made into accounts at Riggs National Bank in
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1 Washington, D.C. According to the PSI Report, aggregate deposits
2 to E.G. government accounts totaled hundreds of millions of dollars
3 at a time and were so large that by 2003, the E.G. portfolio had
4 become the bank's largest single customer relationship, with
5 balances and outstanding loans that together approached \$700
6 million. The PSI Report concluded that Riggs Bank "turned a blind
7 eye to evidence [,] suggesting the bank was handling the proceeds
8 of foreign corruption." Riggs Bank closed the E.G. accounts in
9 2004, and subsequently pleaded guilty to failure to report
10 suspicious monetary transactions by high-risk customers, in
11 violation of Title 31, United States Code, Sections 5322 and
12 5318(g), and agreed to pay a \$16 million fine, in addition to a \$25
13 million civil penalty, for its handling of the E.G. and other
14 accounts.
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16

17 32. In July 2004, after the PSI Report was issued and Riggs
18 Bank closed the E.G. accounts, much of the money held by the
19 government of E.G. and members of the Inner Circle was removed from
20 the United States. One significant exception was money brought to
21 the United States by Nguema, much of which ultimately was used to
22 purchase the defendant assets.
23

24 **D. Nguema's Illicit Acquisition and Misuse of Funds**

25 33. In 1991, at the age of 23, Nguema came to the United
26 States to study English as a Second Language at Pepperdine
27 University in Malibu, California. He did not live on campus;
28

1 instead, he shuttled between rooms at the Beverly Wilshire Hotel
2 and a house he rented in Malibu. After five months, he dropped out
3 of the program. His tuition and living expenses (including his
4 hotel bill and the rental of the house in Malibu) were paid by an
5 American oil company operating in E.G.

6
7 34. Nguema thereafter began acquiring money under the guise
8 of legitimate business operations. Less than two years after
9 Nguema left the Pepperdine program, and despite his youth and
10 inexperience, on January 8, 1993, Nguema was awarded a 20-year
11 concession² to harvest timber from 25,000 hectares of rainforest in
12 E.G. (approximately 61,000 acres) by his father, President Obiang.
13 Nguema was 24 years old. The actual logging was done by a
14 subsidiary of a Malaysian company. The following year, Nguema
15 created a forestry company called Sofona in E.G., to which his
16 father granted a five-year concession to harvest timber from an
17 additional 11,000 hectares (approximately 27,000 acres).
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20 35. Having granted his son Nguema the right to cut timber on
21 88,000 acres of national forest lands, President Obiang then put
22 Nguema in charge of the E.G. forestry industry. In approximately
23 1998, at the age of 30, Nguema was appointed by his father to the
24

25 ² A concession is the exclusive right to engage in logging in
26 certain defined areas, for a certain period of time. Forestry
27 concessions in E.G. are awarded by either the President or the
28 Minister of Forestry without competitive bidding. Companies or
individuals awarded a concession are permitted to harvest timber in
the national forests.

1 newly-created position of "Minister of Forestry and Environment,"
2 later changed to "Minister of Forestry and Agriculture"
3 (hereinafter "Minister of Forestry"), for E.G. Nguema continued to
4 have sole ownership of Sofona as well as a second forestry company
5 he created in 1998, Somagui Forestal. He used ownership of Sofona
6 and Somagui Forestal and his status as Minister of Forestry (and
7 President Obiang's son) to enrich himself through corrupt schemes
8 in the timber industry, as described below.
9

10 36. As millions of dollars of oil and gas revenues began
11 flowing into the E.G. government treasury in the late 1990s, the
12 amount of money available to members of the Inner Circle, including
13 Nguema, increased. In March 2001, Nguema bought a new 2001 Bentley
14 automobile in Beverly Hills, California, paying for it with a
15 personal check for \$366,000, drawn on his Riggs Bank account. A
16 few months later, he bought a second 2001 Bentley, from the same
17 dealership in Beverly Hills, for which he paid \$57,500 in cash and
18 \$228,000 by personal check drawn on the same account. In 2001, at
19 the age of 33, he also bought a \$6.5 million house on Antelo Road
20 in Bel Air.
21

22 37. Nguema's level of spending is inconsistent with his salary
23 as a Minister. His official salary today is approximately \$6,799
24 per month, or less than \$100,000 per year, according to official
25 E.G. sources.
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1 38. In the 2000s, the rapid growth of the oil and gas sector
2 in E.G. led to a boom in construction and other infrastructure-
3 related activities in that country. This provided another
4 opportunity for the Inner Circle, including Nguema, to obtain money
5 corruptly, as the government began awarding large construction
6 contracts to companies owned by the Inner Circle.
7

8 39. From 2003-2004, President Obiang changed the title of
9 Nguema's position to "Minister of Forests and Infrastructure," and
10 Nguema's companies began receiving funds for alleged construction
11 activities. One of Nguema's forestry businesses in E.G., Somagui
12 Forestal, received two multi-million dollar government contracts
13 for road construction in 2003 and 2004. Nguema also claimed that
14 approximately \$8 million he spent in 2004 to buy two luxury homes
15 in Cape Town, South Africa, came from profits from another
16 construction company he owned in E.G. called Sociedad de Carreteras
17 de Guinea Ecuatorial ("Highway Society of Equatorial Guinea"), or
18 SOCAGE.
19
20

21 40. Whether as "Minister of Forestry and Agriculture" or
22 "Minister of Forests and Infrastructure," Nguema continued to
23 misappropriate the wealth of his country through various corrupt
24 means, described below, and continued his personal spending in the
25 United States and abroad greatly in excess of his official
26 government salary. For example, he spent millions of dollars to
27 buy dozens of sports cars and luxury vehicles. These included,
28

1 among others, 24 cars with a total declared value of \$9.68 million
2 that he stored at the Petersen Automotive Museum in Los Angeles
3 until November 2010, when he shipped them, along with \$400,000
4 worth of motorcycles, to France. These cars included a \$2 million
5 Maserati, two Bugatti Veyron sports cars for which he paid \$2
6 million and \$1.3 million respectively, eight Ferraris (including
7 the defendant 2011 Ferrari), seven Rolls Royces, five Bentleys,
8 four Mercedes, a Porsche, two Lamborghinis, and an Aston Martin.
9

10 41. On September 28, 2011, law enforcement authorities in
11 France seized several high-end vehicles belonging to Nguema in that
12 country in connection with a French criminal investigation
13 involving Nguema.
14

15 42. In June 2005, Nguema purchased two 50-foot, high-
16 performance racing boats in Ft. Myers, Florida, for a total of over
17 \$2 million. Nguema initially kept both boats in California but
18 then had one shipped to Maui, Hawaii, so he could use it during one
19 of his visits there. The Maui boat sank due to operator error and
20 had to be salvaged and repaired, at a cost of approximately
21 \$400,000. Nguema had both of these boats shipped to E.G. in 2010.
22

23 43. Between April and June 2006, Nguema's luxury expenditures
24 included a combined total of \$68 million on just two assets: the
25 defendant Malibu mansion, for which the purchase price was \$30
26 million, and a Gulfstream G-V private jet, which cost over \$38
27 million. Nguema caused the \$68 million used to purchase these two
28

1 assets to be wire-transferred directly to the sellers, with no
2 financing or use of borrowed funds.

3 44. Nguema spent large sums on designer clothing and
4 expensive vacations. In a single month in 2004, for example, he
5 spent over \$80,000 at Gucci and over \$50,000 at Dolce and Gabbana
6 in a shopping spree in the United States. He also spent over
7 \$100,000 at the Grand Wailea Resort in Hawaii in August-September
8 2005.

9
10 45. From June 2010 through June 2011, Nguema spent a total of
11 approximately \$3.2 million on various items of Michael Jackson
12 memorabilia, including \$275,000 for the defendant "Bad Tour" glove,
13 \$80,000 for a pair of crystal-covered socks, \$140,000 for a jacket
14 and shirt, and \$245,000 for a basketball signed by Michael Jackson
15 and basketball star Michael Jordan.

16
17 46. Nguema has frequently chartered yachts for pleasure
18 cruises, at a cost of many hundreds of thousands of dollars.
19 Between December 24, 2005 and January 1, 2006, Nguema paid more
20 than \$1 million to a Monte Carlo yacht broker to rent a luxury
21 yacht in St. Barthelemy for a period of days. Nguema paid for this
22 lease via wire transfer from an account in E.G. in the name of his
23 timber company, Somagui Forestal.

24
25 47. Nguema eventually took steps toward purchasing his own
26 yacht. In June 2008, a broker acting on behalf of Nguema contacted
27 a German yacht-building company that is described on its website as
28

1 being "famous worldwide for high-end and quality yachts," and as
2 engaging in the design and construction of "mega-yachts," to
3 discuss having a yacht built for him. Nguema paid the German
4 company approximately \$290,000 for the pre-design of a mega-yacht;
5 the sale price of the yacht itself was reported to be approximately
6 \$380 million. After Nguema's payment for the pre-design became
7 public, official sources within E.G. announced that he was not
8 purchasing the yacht.
9

10 48. These assets and expenditures, including the defendant
11 Malibu mansion, the Gulfstream jet, the luxury vehicles, and the
12 celebrity memorabilia (but not including the proposed mega-yacht),
13 add up to over \$100 million
14

15 49. When opening accounts at financial institutions in the
16 United States, Nguema provided various explanations for his source
17 of funds. For example, in March 2007, when opening a bank account
18 at Comerica Bank in California, Nguema claimed that he acquired
19 money from a "family inheritance" and from "trading expensive and
20 custom automobiles." In September 2006, when opening a bank
21 account at Pacific Mercantile Bank in California, Nguema claimed to
22 be self-employed as an "investor," in addition to serving as
23 Minister of Agriculture and Forestry. In fact, as a member of the
24 Inner Circle, Nguema derived his funds from a variety of corrupt
25 schemes.
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1 E. Illegal Corrupt Schemes Used by Nguema and the Inner Circle to
2 Enrich Themselves

3 50. The criminal code that was in force in Spain in 1968,
4 when E.G. won its independence, continues to be the law in E.G. to
5 this day. This code prohibits various forms of corruption such as
6 extortion and misappropriation of funds by public officials.

7 51. Nguema and other members of the Inner Circle have engaged
8 in various corrupt schemes to enrich themselves. Nguema uses these
9 corrupt schemes to supplement his legitimate income, which is his
10 official government salary. These schemes are illegal under the
11 laws of E.G., but the applicable anti-corruption laws are not
12 enforced against the Inner Circle; instead, members of the Inner
13 Circle are allowed to keep funds obtained through corruption and to
14 take their corruption proceeds abroad. A summary of these schemes,
15 and the E.G. statutes which prohibit them, are set forth below.

16
17
18 a. Extortion Schemes

19 52. The simplest extortion scheme involves members of the
20 Inner Circle, such as Nguema, demanding payments from companies
21 doing business in E.G., in exchange for the performance of official
22 acts. For example, Nguema, as Minister of Forestry, is responsible
23 for approving the export of timber logged in E.G., and refuses to
24 sign such approvals until the exporter first pays a "tax" for
25 Nguema's personal benefit.
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1 53. Similarly, in order to engage in logging in E.G.'s
2 National Forests, timber companies must first receive a logging
3 concession from Nguema. Nguema demands that timber companies
4 seeking to obtain such concessions first pay him a personal fee.

5 54. Members of the Inner Circle, including Nguema, also
6 demand that foreign companies operating in E.G. provide them with
7 gifts and free services. For instance, a major international civil
8 engineering firm in E.G., which had obtained several substantial
9 infrastructure contracts from the Government of E.G., built a
10 mansion for Nguema in Malabo, E.G., at his request and direction.
11 Upon completion of that project, however, Nguema refused to pay
12 this firm for its work.
13
14

15 55. Similarly, members of the Inner Circle demanded that a
16 South African civil engineering firm, which was awarded a
17 government contract to construct an airfield in E.G., permit
18 members of the Inner Circle to use - without any compensation - the
19 firm's equipment, heavy machinery, personnel, aircraft and vehicles
20 for their personal benefit. When the firm complained, the
21 government of E.G. refused to provide the firm with any further
22 payments for its work and even detained some of the firm's
23 personnel in an E.G. jail.
24

25 56. In another variation of this scheme, the Inner Circle
26 routinely demands that companies operating in E.G. contribute money
27 to what are disguised as public service campaigns. For example,
28

1 Nguema currently is operating a program to generate funds
2 purportedly to improve the housing conditions of the poor by
3 changing palm roofs to metal ones. Although advertisements
4 promoting this campaign and others claim that contributions to
5 these programs are voluntary, companies that do not contribute face
6 retaliation. Moreover, the contributions are not used for their
7 alleged purpose, but instead are largely taken by members of the
8 Inner Circle, including Nguema, for their personal benefit.
9

10 57. In another extortion scheme, a businessman in E.G. who
11 owned a construction company was forced to share 50 percent of his
12 profits with a senior E.G. public official, and to provide the
13 official with 50 percent of the equity in the company, in order to
14 continue to secure government contracts in E.G. Ultimately, the
15 businessman was forced to leave E.G. against his will, and the
16 senior public official took over 100 percent of his company.
17

18 58. Extortion is illegal under E.G. law. The 1968 Criminal
19 Code of Spain, currently in effect in E.G., contains the following
20 provisions, among others, which prohibit extortion: Article 196
21 (expropriation of assets by a public official); Article 198
22 (prohibiting public officials from taking advantage of their
23 positions to involve themselves directly or indirectly in private
24 associations or companies with the intent to profit); Article 385
25 (prohibiting public officials from soliciting or receiving gifts or
26 contributions for performing their official duties); Article 386
27
28

1 (prohibiting public officials from soliciting or receiving gifts or
2 contributions for carrying out an unjust act related to the duties
3 of their position); and Article 390 (public official who receives
4 improper gifts).

5 59. The above-described corrupt schemes of obtaining
6 extortionate payments from businesses operating in E.G., through
7 the wrongful use of actual or threatened force, violence, or fear,
8 or under color of official right, violate E.G.'s laws prohibiting
9 public officials from using their position for self-enrichment, or
10 to solicit or receive extortion payments.
11

12 **b. Schemes to Obtain Government Funds Through**
13 **Misappropriation, Embezzlement, and Theft**

14 60. Another way in which members of the Inner Circle such as
15 Nguema enrich themselves through corruption is by taking government
16 funds through misappropriation, embezzlement, and theft. This is
17 accomplished either through direct diversion of funds from
18 government bank accounts, or through schemes such as submitting
19 inflated "bids" for government contracts, in which corruption
20 payments are built into the contract. This type of corruption also
21 is in violation of the laws of E.G.
22

23 **i. Direct Misappropriation of Funds**

24 61. Riggs Bank records show that money paid by oil companies
25 to the government of E.G. were misappropriated by E.G. government
26 officials and their family members.
27
28

1 62. The government of E.G., as well as members of the Inner
2 Circle, held bank accounts at Riggs Bank in Washington, D.C.,
3 beginning in 1995. One such account, in the name of the Republic
4 of Equatorial Guinea General Treasury, was known as the E.G. Oil
5 Account, because virtually all of the deposits into this account
6 were payments from foreign oil companies doing business in E.G.
7

8 63. A withdrawal of funds from the Oil Account, according to
9 Riggs Bank records, required only the signature of President Obiang
10 and a second by either his son Gabriel Obiang Lima (then Deputy
11 Mines and Hydrocarbons Minister) or his nephew Melchor Esono Edjo
12 (Secretary of State for the Treasury).
13

14 64. Riggs Bank records show that nearly \$500,000 was sent
15 from the Oil Account to the personal bank account of Melchor Edjo.
16 The records, according to the PSI Report, also show that President
17 Obiang approved the wire transfer of nearly \$35 million from the
18 E.G. Oil Account to two companies that appeared to be connected to
19 President Obiang, were unknown to the bank, and had accounts in
20 jurisdictions with bank secrecy laws. When Riggs Bank tried to
21 obtain information about the beneficial owners of these two
22 companies, neither the banks holding the accounts nor E.G.
23 officials would provide information, according to the PSI Report.
24

25 65. In addition to direct transfers of money from the E.G.
26 Oil Account, the Riggs Bank records show deposits of large amounts
27 of cash into accounts controlled by E.G. public officials and their
28

1 families. In 1999, Riggs Bank records show that President Obiang
2 opened a money-market account at Riggs Bank in the name of a
3 Bahamas-registered corporation in 1999. From 2000 to 2002, \$11.5
4 million in cash was deposited into this account. President
5 Obiang's wife, according to the PSI Report, also maintained
6 personal accounts at Riggs Bank, into which over \$1.4 million in
7 cash was deposited from 2000 to 2002.
8

9 66. Some of the money obtained by other members of the Inner
10 Circle has made its way to Nguema; for example, on October 21,
11 2002, \$200,000 was transferred from a personal account at Riggs
12 Bank belonging to a member of the Inner Circle to Nguema's personal
13 bank account.
14

15 67. Like other members of the Inner Circle, Nguema has also
16 diverted E.G. public resources and monies for his personal use.
17 On one occasion in 2005, Nguema, who was attempting to purchase a
18 \$40 million luxury aircraft for his personal use, advised the
19 manufacturer that he could have a United States oil company
20 operating in E.G. assume responsibility for making the payments for
21 his personal jet. These payments would then be credited against
22 balances owed by the oil company to the government of E.G. In this
23 roundabout manner, government funds would be used to buy the plane
24 for Nguema without appearing to come from the E.G. Government. In
25 this instance, however, the oil company refused to go along with
26 Nguema's scheme.
27
28

1 ii. Inflated Bids

2 68. A more elaborate method by which members of the Inner
3 Circle are able to divert government funds for their personal use
4 is by submitting inflated bids for government contracts. The Inner
5 Circle is able to manipulate the contracting process for the
6 personal benefit of its members, while creating an apparently
7 legitimate cover for its misappropriation of government funds.
8

9 69. Because government contracts are awarded to companies
10 owned by or associated with members of the Inner Circle without
11 true competition, those companies are able to charge the E.G.
12 Government fees that bear little, if any, rational relationship to
13 the actual economic value of the services or products tendered to
14 the E.G. Government. The bids from such companies include built-in
15 mark-ups of from 50 percent to 400 percent or more, so that members
16 of the Inner Circle can obtain the difference.
17

18 70. Nguema has admitted that, as a cabinet minister, he takes
19 for himself a "sizeable part" of government contracts. In a sworn
20 affidavit filed with a court in South Africa, Nguema stated under
21 oath:
22

23 Cabinet Ministers and public servants in Equatorial
24 Guinea are by law allowed to owe [sic] companies that, in
25 consortium with a foreign company, can bid for government
26 contracts and should the company be successful, then what
27 percentage of the total cost of the contract the company
28 gets, will depend on the terms negotiated between the
parties. But, in any event, it means that a cabinet
minister ends up with a sizeable part of the contract
price in his bank account.

1 Contrary to Nguema's recitation of the law, such self-dealing by a
2 public official is illegal under E.G. law. These inflated
3 contracts are another means by which members of the Inner Circle
4 misappropriate funds from the public treasury for their own
5 enrichment.

6
7 **iii. Schemes to Misappropriate State-Owned Land**

8 71. Following E.G.'s independence from Spain in 1968, land
9 formerly owned by Spanish nationals became state-owned properties.
10 The land registration system previously used by Spain fell into
11 disuse and for many years, there was little to no registration
12 activity. However, in the early 1990s, members of the Inner Circle
13 began to transfer and register large amounts of state-owned land
14 into their own names.
15

16 72. At the same time, the foreign oil companies that were
17 becoming active in E.G. in the 1990s needed to lease land for their
18 operations. Because the lands formerly owned by the state now were
19 owned in the name of members of the Inner Circle, the oil
20 companies' lease payments went to benefit the Inner Circle rather
21 than the state.
22

23 73. According to a letter to the PSI from Company A, a
24 foreign company operating in E.G., Company A's E.G. subsidiary paid
25 President Obiang's wife approximately \$365,000 as rental payments
26 in 1998-2000 to lease a 50-acre compound of offices and employee-
27 living facilities that she claimed she owned. In another letter to
28

1 the PSI, Company B informed the Subcommittee that as of April 2004,
2 it had paid members of the Inner Circle a total of nearly \$1
3 million in building lease payments. In fact, according to the PSI
4 Report, "of the 28 leases [Company B] identified for rentals in
5 Malabo, E.G., 18 were leased from persons connected to the [E.G.]
6 government or the Obiang family."
7

8 74. The Criminal Code in effect in E.G. prohibits
9 misappropriation, theft, and embezzlement of government funds by
10 government officials. See, e.g., Article 394 (prohibiting public
11 officials from stealing public funds under their control by virtue
12 of their duties); Article 396 (prohibiting public officials from
13 using public funds under their control for personal use); Article
14 401 (public official who has a financial stake in any business
15 regulated by his office); and Article 514 (prohibiting persons from
16 taking property, with the intent to enrich themselves, without the
17 consent of the owner).
18

19 75. The above-described corrupt schemes -- achieved through
20 the direct misappropriation of funds or lands and by submitting
21 inflated "bids" for government contracts -- violate E.G.'s laws
22 prohibiting public officials from stealing or misappropriating
23 public assets.
24

25 ///

26 ///

27 ///

1 c. Nguema's Efforts to Conceal the Source and Ownership of His
2 Funds

3 76. Following the issuance of the PSI report in 2004, Nguema
4 had difficulty finding U.S. financial institutions willing to deal
5 with him directly because of concerns that his funds were derived
6 from corruption in Equatorial Guinea. In order to conceal the
7 source and ownership of some of the funds he brought into the
8 United States, Nguema created companies in various names, including
9 "Beautiful Vision, Inc." and "Unlimited Horizon, Inc.," and opened
10 bank accounts in the United States in the names of those companies.
11 Nguema also wire transferred funds to bank accounts controlled by
12 intermediaries, who then used the money to pay his personal
13 expenses, or transferred money from those accounts to accounts in
14 the names of the corporations he formed, and then used the
15 corporate accounts to pay his personal expenses.
16
17

18 77. The steps Nguema took after the negative publicity from
19 the PSI Report to continue to make large purchases, and his
20 concomitant efforts to conceal the source of his funds, are
21 illustrated by his efforts to buy a Gulfstream jet. In brief,
22 Nguema's initial effort to buy a new Gulfstream jet directly from
23 the manufacturer was terminated by Gulfstream after the PSI Report
24 was issued. The lawyers on both sides of the transaction were so
25 concerned about possible civil or criminal liability as a result of
26 their involvement in handling Nguema's money that they attempted to
27
28

1 obtain assurances from the U.S. Department of Justice. Nguema then
2 tried to buy a used Gulfstream jet from a private party, but that
3 transaction fell through when the escrow company insisted on
4 knowing the source of the funds being used to buy the jet, which
5 Nguema refused to provide. Finally, Nguema was able to complete
6 the transaction by using a different escrow company that did not
7 require information about the source of his funds.
8

9 **G. Purchase of the Defendants In Rem**

10 **a. Purchase of the Defendant White Crystal-Covered**
11 **"Bad Tour" Glove and Other Michael Jackson**
12 **Memorabilia**

13 78. In August 2010, an intermediary registered Nguema to bid
14 in a live auction of celebrity memorabilia (called the "Legends"
15 auction) taking place on October 9, 2010, in Macau, China (October
16 8, 2010, in California). The intermediary advised the auction
17 house by email to "Please make sure that [Nguema's] name does not
18 appear anywhere, he should be invisible," and to "please make sure
19 that where a name needs to be, my name is there. This is very
20 important."
21

22 79. At the "Legends" auction, the intermediary bid on various
23 auction items by telephone from Los Angeles, for Nguema, and was
24 the winning bidder on numerous items of Michael Jackson
25 memorabilia. The auction house prepared two invoices in the name
26 of the intermediary, totaling \$1,398,062.50, using the address of
27 the Sweetwater property.
28

1 80. When one of Nguema's assistants received the invoices,
2 she instructed the auction house to revise the invoices to indicate
3 that the purchases were being billed to "Amadeo Oluy, Malabo,
4 Guinea Equatorial." These items were shipped to E.G.

5 81. In December 2010, another auction of celebrity
6 memorabilia was held by the same auction house, this time in
7 Beverly Hills, California. An intermediary came to the auction on
8 Nguema's behalf and successfully bid on the defendant white
9 crystal-covered "Bad Tour" glove and other defendant items listed
10 in Attachment A-1, attached hereto. The total cost of these items
11 was \$872,125.00.
12

13 82. In accordance with the instructions it had previously
14 received, the auction house prepared invoices that did not list the
15 buyer as Nguema, but instead used another name, with the address
16 Sweetwater, Malabo, Guinea Equatorial.
17

18 83. On January 31, 2011, Nguema caused \$872,112.00 to be wire
19 transferred from an account in the name of Eloba Construccion,
20 S.A., in Equatorial Guinea to an account at American Business Bank
21 in Los Angeles in the name of the auction house, Julien
22 Entertainment, to pay for the items purchased at the December 2010
23 auction. These items were subsequently packed for shipment and
24 delivered to the defendant Sweetwater property.
25

26 84. In March 2011, the auction house held another auction,
27 called "Rock & Roll." Again, an intermediary bid on items on
28

1 Nguema's behalf. Through the intermediary, Nguema purchased the
2 items listed in Attachment A-2, attached hereto, for a total
3 purchase price of \$115,000.

4 85. On March 29, 2011, an employee of the auction house sent
5 her employer an email regarding the invoices for the items
6 purchased on behalf of Nguema, asking,
7

8 I assume I need to rewrite the invoices in the same
9 fashion as I've done in prior sales? (putting all lots on
10 one page, adding catalog page numbers and changing the
11 Buyer's name)

12 86. The invoices were prepared listing the intermediary,
13 rather than Nguema, as the buyer.

14 87. On April 15, 2011, Nguema caused a net total of
15 \$119,974.00 to be wire transferred from his account in the name of
16 "Eloba Construccion S.A." in E.G. to the bank account of the
17 auction house at American Business Bank in Los Angeles, California,
18 to pay for the items purchased at the March 2011 auction.

19 88. The items listed in Attachment A-2 were transported to
20 the defendant Sweetwater property on or about September 8, 2011.

21 89. In June 2011, Nguema again used an intermediary to bid on
22 more Michael Jackson memorabilia at another "Music Icons" auction.
23 The intermediary successfully bid on items costing a total of
24 \$379,700.00. On or about August 22, 2011, Nguema paid for the
25 items through a wire transfer in the amount of \$379,692.00 sent by
26 "Oluy Amadeo" in Equatorial Guinea to the bank account of the
27
28

1 auction house at American Business Bank in Los Angeles, California.
2 The items purchased by Nguema at the June 2011 auction are listed
3 in Attachment A-3 hereto and were also delivered to the defendant
4 Sweetwater property on or about September 8, 2011.

5 **b. Purchase of the Defendant Real Property**

6
7 90. The defendant real property is located in a gated
8 community in Malibu, California, and at the time of purchase in
9 2006 included approximately 12 acres of land overlooking the
10 Pacific Ocean, a 15,000-square-foot main house, a 2,500-square-foot
11 guest house, two gate houses, a pool overlooking the ocean, a
12 putting green, and a tennis court.

13
14 91. In approximately February 2006, Nguema reached an
15 agreement to purchase the defendant real property for approximately
16 \$30 million.

17 92. Nguema did not purchase the defendant real property in
18 his own name. On or about February 8, 2006, Nguema caused the
19 formation of a corporation called Sweetwater Malibu, LLC, for the
20 purpose of taking title to the defendant real property. Nguema was
21 the sole owner of the corporation at all times, and provided
22 Sweetwater Malibu, LLC with all necessary funds to take title to
23 the defendant real property.

24
25 93. A grant deed was recorded indicating that the seller sold
26 the defendant real property to "Sweetwater Malibu, LLC" on February
27

1 27, 2006. However, escrow did not close, and the deed was not
2 recorded, until April 27, 2006.

3 94. Nguema paid a total of \$30,442,000 into escrow account
4 #LGL-226-1234 at First American Title Company, 520 North Central
5 Avenue, Glendale, California 91203, held at First American Trust
6 FSB in Santa Ana, California, for the purchase of the defendant
7 real property. These payments were made as follows on or about the
8 following dates, according to the records of the PSI.

9
10 95. On February 2, 2006, West Coast Escrow, on behalf of
11 Nguema, wire transferred \$900,000 from one of its escrow accounts
12 to First American Title Company's escrow account. These funds had
13 come from Nguema's unsuccessful attempt to buy a private jet
14 directly from Gulfstream Aerospace Corporation in 2005. When it
15 cancelled the sale, Gulfstream released approximately \$20 million
16 plus interest that it had received as partial payment for the plane
17 to Nguema through a United States law firm. Per Nguema's
18 instructions, the law firm transferred \$900,000 of these funds to
19 West Coast Escrow on December 22, 2005, in connection with an
20 earlier attempt by Nguema to purchase the defendant real property.
21 West Coast Escrow, in turn, executed this transfer into the First
22 American Title Company escrow account in California in February
23 2006.

24
25
26
27 96. From April 5, 2006 through April 26, 2006, Nguema sent
28 five wire transfers, each in the amount of \$5,908,400, from

1 Equatorial Guinea to the First American Trust escrow account. The
2 funds originated at Société Générale de Banque en Guinée
3 Équatoriale, where Nguema held a personal account. The total
4 amount of these five wire transfers was \$29,542,000. Added to the
5 \$900,000 initial payment into escrow, the total amount paid into
6 escrow was \$30,442,000.
7

8 97. The total purchase price for the defendant real property
9 was paid in full from funds provided by Nguema.

10 c. Purchase of The Defendant 2011 Ferrari

11 98. On or about November 11, 2010, Nguema took delivery of
12 the defendant 2011 Ferrari 599 GTO from Ferrari of Beverly Hills.
13 Nguema caused his forestry company, Somagui, to make initial down
14 payments on his behalf by executing wire transfers of approximately
15 \$25,131, \$39,912, and \$14,929.65 to the account of Ferrari of
16 Beverly Hills at Pacific Western Bank in California in November and
17 December of 2009. After a portion of these funds were refunded,
18 Nguema paid the balance of \$493,010.99 via wire transfer to Pacific
19 Western Bank in December 2010. The total recorded purchase price
20 for the vehicle was \$532,984.12. The defendant Ferrari is believed
21 to be located at the Sweetwater property.
22
23

24 CONCLUSION

25 99. As set forth above, despite a relatively modest
26 government salary, Nguema has acquired vast personal wealth in
27 excess of one hundred million dollars through corrupt schemes.
28

1 Nguema also has taken significant steps to conceal the source and
2 ownership of his funds and assets.

3 100. On information and belief, the approximately \$32 million
4 used by Nguema to purchase the defendant assets was derived from
5 funds obtained through extortion and/or misappropriation, theft, or
6 embezzlement of public funds by or for the benefit of a public
7 official, in violation of the laws of E.G.
8

9 **FIRST CLAIM FOR FORFEITURE**

10 (18 U.S.C. § 981(a)(1)(C))

11 101. Paragraphs 1-100 above are incorporated by reference as
12 if fully set forth herein.
13

14 102. Pursuant to 18 U.S.C. § 981(a)(1)(C), "[a]ny property,
15 real or personal, which constitutes or is derived from proceeds
16 traceable to . . . any offense constituting 'specified unlawful
17 activity'" is subject to forfeiture to the United States.

18 103. "Specified unlawful activity" is defined in 18 U.S.C. §
19 1956(c)(7)(B)(ii) and (iv) to include, among other things, an
20 offense against a foreign nation involving "extortion," or the
21 misappropriation, theft, or embezzlement of public funds by or for
22 the benefit of a public official."
23

24 104. As set forth above, the funds used to purchase the
25 defendant real property, vehicle, and memorabilia were derived from
26 extortion, or the misappropriation, theft, or embezzlement of
27
28

1 public funds by or for the benefit of a public official, in
2 violation of the laws of E.G.

3 105. The foreign offenses at issue include violations of the
4 following provisions of the Spanish Penal Code of 1968, which are
5 still the law in E.G.: Article 196 (expropriation of assets by a
6 public official); Article 198 (taking advantage of official
7 position to exercise a profession directly related to scope of
8 official duties); Article 385 (public official who demands or
9 accepts a bribe to perform a crime); Article 386 (public official
10 who demands or accepts a bribe to perform an unjust act); Article
11 390 (public official who receives improper gifts), Article 394
12 (public official who steals public funds); Article 396 (public
13 official who embezzles funds under his care); Article 401 (public
14 official who has a financial stake in any business regulated by his
15 office); and Article 514 (theft).
16
17

18 106. Therefore, the defendant assets are subject to
19 forfeiture to the United States pursuant to 18 U.S.C. §
20 981(a)(1)(C), on the grounds that they constitute or are derived
21 from proceeds traceable to a specified unlawful activity.
22

23 **SECOND CLAIM FOR FORFEITURE**

24 (18 U.S.C. § 981(a)(1)(A))

25 107. Paragraphs 1-100 above are incorporated by reference as
26 if fully set forth herein.
27
28

1 108. Pursuant to 18 U.S.C. § 981(a)(1)(A), "[a]ny property,
2 real or personal, involved in a transaction or attempted
3 transaction in violation of section . . . 1957 . . . of [title 18,
4 United States Code], or any property traceable to such property,"
5 is subject to forfeiture to the United States.
6

7 109. 18 U.S.C. § 1957 imposes a criminal penalty on any
8 person who:

9 knowingly engages or attempts to engage in a monetary
10 transaction in criminally derived property of a value
11 greater than \$10,000 and is derived from specified
unlawful activity.

12 110. For purposes of Section 1957, the term "specified
13 unlawful activity" has the same meaning as set forth in paragraph
14 103 above.
15

16 111. As set forth above, the defendants *in rem* were the
17 subject of monetary transactions or attempted transactions
18 involving criminally-derived property of a value greater than
19 \$10,000 and, for the reasons set forth above, the funds involved in
20 those transactions were derived from specified unlawful activity,
21 that is, extortion and/or the misappropriation, theft, or
22 embezzlement of public funds by or for the benefit of a public
23 official, in violation of the laws of E.G.
24

25 112. The foreign offenses at issue are as set forth in
26 paragraph 105, above.
27
28

1 113. Therefore, the defendants *in rem* are subject to
2 forfeiture to the United States pursuant to 18 U.S.C. §
3 981(a)(1)(A), on the grounds that they were involved in
4 transactions or attempted transactions in violation of 18 U.S.C. §
5 1957, or are traceable to such property.
6

7 THIRD CLAIM FOR FORFEITURE

8 (18 U.S.C. § 981(a)(1)(A))

9 114. Paragraphs 1-100 above are incorporated by reference as
10 if fully set forth herein.

11 115. Pursuant to 18 U.S.C. § 981(a)(1)(A), "[a]ny property,
12 real or personal, involved in a transaction or attempted
13 transaction in violation of section 1956 . . . of [title 18, United
14 States Code], or any property traceable to such property," is
15 subject to forfeiture to the United States.
16

17 116. 18 U.S.C. § 1956(a)(1) imposes a criminal penalty on any
18 person who:

19 knowing that the property involved in a
20 financial transaction represents the
21 proceeds of some form of unlawful activity,
22 conducts or attempts to conduct such a
23 financial transaction which in fact involves
24 the proceeds of specified unlawful activity-

25 (B) knowing that the transaction is
26 designed in whole or in part -

27 (i) to conceal or disguise the
28 nature, the location, the source,
the ownership, or the control of
the proceeds of specified unlawful
activity[.]

1 117. For purposes of Section 1956, the term "specified
2 unlawful activity" has the same meaning as set forth in paragraph
3 103 above.

4 118. As set forth above, the defendant real property and
5 memorabilia were the subject of financial transactions or attempted
6 financial transactions and, for the reasons set forth above, the
7 funds involved in those transactions were derived from specified
8 unlawful activity, that is, extortion and/or the misappropriation,
9 theft, or embezzlement of public funds by or for the benefit of a
10 public official, in violation of the laws of E.G. The foreign
11 offenses at issue are as set forth in paragraph 105, above.
12

13 119. Also, as set forth above, the transactions were designed
14 in whole or in part to conceal or disguise the source, ownership,
15 or control of the proceeds of specified unlawful activity, in that,
16 among other things, the nominal purchaser of the defendant real
17 property was Sweetwater Malibu, LLC, and the invoices for the
18 defendant memorabilia were in the name of Nguema's assistant or a
19 different name, rather than the name of the true owner, Teodoro
20 Nguema Obiang Mangué.
21

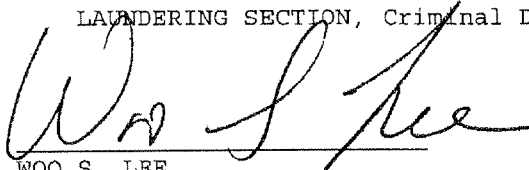
22 120. Therefore, the defendant real property and the defendant
23 memorabilia are subject to forfeiture to the United States pursuant
24 to 18 U.S.C. § 981(a)(1)(A), on the grounds that they were involved
25 in transactions or attempted transactions in violation of 18 U.S.C.
26 § 1956(a)(1)(B)(i), or are traceable to such property.
27
28

1 CLAIM FOR RELIEF

2 WHEREFORE plaintiff, the United States of America, requests that
3 judgment be entered in its favor and against the defendants *in rem*, and that
4 process issue to enforce the forfeiture of the defendants *in rem*, and that all
5 persons having an interest in the defendants *in rem* be cited to appear and
6 show cause why the forfeiture should not be decreed, and that this Court
7 decree forfeiture of the defendants *in rem* to the United States of America for
8 disposition according to law, and that this Court grant the Government such
9 further relief as this Court may deem just and proper, together with the costs
10 and disbursements in this action.

11 DATED: October 13, 2011

JENNIFER SHASKY CALVERY, CHIEF
LINDA M. SAMUEL, Deputy Chief
DANIEL H. CLAMAN, Assistant Deputy Chief
JANET C. HUDSON, Senior Trial Attorney
ASSET FORFEITURE AND MONEY
LAUNDERING SECTION, Criminal Division

14 

15
16 WOO S. LBE
17 Trial Attorney
18 Criminal Division
19 United States Department of
20 Justice

21 ANDRÉ BIROTTE, JR.
22 United States Attorney
23 STEVEN WELK
24 Assistant United States Attorney

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26 Attorneys for Plaintiff
27 UNITED STATES OF AMERICA
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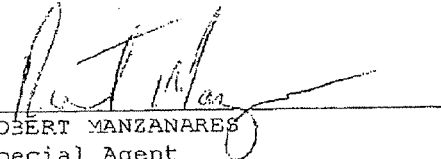
VERIFICATION

I, Robert Manzanares, hereby verify and declare under penalty of perjury that I am a Special Agent with Homeland Security Investigations, that I have read the foregoing Amended Verified Complaint for Forfeiture In Rem and know the contents thereof, and that the matters contained in the Amended Verified Complaint are true to the best of my knowledge and belief.

The sources of my knowledge and information and the grounds of my belief are official files and records of the United States, publicly available files and historical information, files and records compiled by the Senate Permanent Subcommittee on Investigations, information supplied to me by other law enforcement officers, experts, and other witnesses, as well as my investigation in this case, together with others, as a Special Agent of Homeland Security Investigations.

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed this 13 day of October, 2011, at 4:11 pm.



ROBERT MANZANARES
Special Agent
Homeland Security Investigations

ICONS AND IDOLS

| Lot No. | Description | Price |
|---------|---|-------------------|
| 586 | MICHAEL JACKSON BAD TOUR GLOVE | 275,000.00 |
| 573 | "WE ARE THE WORLD" MTV VIDEO MUSIC AWARD | 60,000.00 |
| 585 | MICHAEL JACKSON STAGE WORN FEDORA | 60,000.00 |
| 621 | MICHAEL JACKSON STAGE WORN FEDORA | 60,000.00 |
| 553 | MICHAEL JACKSON SIGNED FEDORA | 42,500.00 |
| 549 | MICHAEL JACKSON SIGNED THRILLER JACKET | 40,000.00 |
| 650B | M.J. STAGE WORN SIGNED GOLD FENCING SHIRT | 30,000.00 |
| 606 | MICHAEL JACKSON WORN FEDORA | 25,000.00 |
| 556 | MICHAEL JACKSON "GOLD" RECORD AWARD | 10,000.00 |
| 576 | "WE ARE THE WORLD" SIGNED DOCUMENT ARCHIVE | 10,000.00 |
| 575 | "WE ARE THE WORLD" SIGNED ALBUM | 8,000.00 |
| 650 | M.J. NEVERLAND RANCH GOLD & COUNTRY BY | 7,000.00 |
| 580 | MICHAEL JACKSON SIGNED SHEET MUSIC | 6,500.00 |
| 617 | MICHAEL JACKSON SIGNED PHOTOGRAPH | 5,250.00 |
| 624 | MICHAEL JACKSON KATHERINE BAUMANN BAG | 5,000.00 |
| 557 | MICHAEL JACKSON "THRILLER" RECORD AWARD | 4,500.00 |
| 589 | MICHAEL JACKSON SIGNED BAD ERA POSTER | 4,000.00 |
| 635a | M. JACKSON AND TROY AIKMAN SIGNED FOOTBALL | 4,000.00 |
| 579 | MICHAEL JACKSON "PLATINUM" RECORD AWARD | 3,500.00 |
| 588 | MICHAEL JACKSON SIGNED PHOTO | 3,250.00 |
| 558 | M. JACKSON SIGNED "THRILLER" 12-INCH SINGLE | 3,000.00 |
| 584 | M.JACKSON AND PAUL MCCARTNEY SIGNED BAG | 3,000.00 |
| 540 | JACKSON 5 "GOLD" SINGLE AWARD | 2,500.00 |
| 614 | MICHAEL JACKSON SIGNED BANNER | 2,400.00 |
| 616 | MICHAEL JACKSON SIGNED POSTER | 2,400.00 |
| 550 | M. JACKSON SIGNED PHOTOGRAPH FROM DISNEYLAND | 2,250.00 |
| 647 | M. JACKSON NEVERLAND RANCH LIFE SIZE FIGURE O | 2,250.00 |
| 645 | M. JACKSON NEVERLAND RANCH LIFE SIZED SEATED | 2,000.00 |
| 646 | M. JACKSON NEVERLAND RANCH LIFE SIZE INDIAN F | 2,000.00 |
| 648 | M. JACKSON NEVERLAND RANCH LIFE SIZE FIGURE Y | 2,000.00 |
| 539 | JACKSON 5 "GOLD" RECORD AWARD | 1,500.00 |
| 650C | M. JACKSON SIGNED "LIVE AND DANGEROUS" BOOK | 1,500.00 |
| 555 | M. JACKSON "THRILLER" COMMEMORATIVE STATUE | 1,400.00 |
| 623 | M. JACKSON KATHARINE BAUMANN FOOTBALL BAG | 1,400.00 |
| 610 | M. JACKSON SIGNED HISTORY MAGAZINE CUTOUT | 1,300.00 |
| 643 | M. JACKSON NEVERLAND RANCH LIFE SIZE FIGURE O | 1,300.00 |
| 642 | M. JACKSON NEVERLAND RANCH LIFE SIZE FIGURE O | 700.00 |
| 644 | M. JACKSON NEVERLAND RANCH LIFE SIZE WESTERN | 700.00 |
| 603 | MICHAEL JACKSON STATUETTE | <u>600.00</u> |
| | SUBTOTAL | 697,700.00 |
| | PLUS 25% BUYER'S PREMIUM | <u>174,425.00</u> |
| | TOTAL | 872,125.00 |

ATTACHMENT A-2:

ROCK N ROLL

| Lot No. | Description | Price |
|---------|---|---|
| 180 | MICHAEL JACKSON'S PERSONAL MTV MOONMAN PLUS 20% BUYER'S PREMIUM TOTAL | 50,000.00 <u>10,000.00</u> 60,000.00 |
| 152 | M. JACKSON "GOLD" RECORD AWARD FOR "BEAT IT" | 10,000.00 |
| 139 | JACKSON 5 "GOLD" RECORD AWARD | 6,500.00 |
| 164 | M. JACKSON ARTIST OF THE DECADE LIMITED EDITION | 6,500.00 |
| 148 | MICHAEL JACKSON SIGNED THRILLER DISPLAY | 6,000.00 |
| 153 | MICHAEL JACKSON THRILLER RECORD AWARD | 4,500.00 |
| 154 | MICHAEL JACKSON THRILLER DISPLAY | 4,500.00 |
| 147 | M. JACKSON THRILLER COMMEMORATIVE AWARD | 3,000.00 |
| 186 | M. JACKSON CARLITTA COLLECTION FIGURINES | 1,600.00 |
| 185 | M. JACKSON PORCELAIN HISTORY FIGURINE | 600.00 |
| 183 | M. JACKSON CARLITTA COLLECTION FIGURINE | 400.00 |
| 184 | MICHAEL JACKSON WHITE HISTORY FIGURINE SUBTOTAL | <u>400.00</u> 44,000.00 |
| | PLUS 25% BUYER'S PREMIUM | <u>11,000.00</u> |
| | TOTAL | 55,000.00 |
| | GRAND TOTAL | 115,000.00 |

ATTACHMENT A-3

| Lot # | Item | Price | |
|-------|--|------------|-------------------|
| 565 | MICHAEL JACKSON "SCREAM" SHIRT | 60,000.00 | |
| 606 | MICHAEL JACKSON WIG | 60,000.00 | |
| 467 | MICHAEL JACKSON MOTOWN PERF. SHIRT | 51,000.00 | |
| | 20% BUYER'S PREMIUM | 34,200.00 | |
| | TOTAL | | 205,200.00 |
| 585 | MICHAEL JACKSON MILITARY STYLE JACKET | 25,000.00 | |
| 481 | MICHAEL JACKSON "PLATINUM" RECORD AWD | 16,000.00 | |
| 479 | MICHAEL JACKSON "GOLD" RECORD AWARD | 15,000.00 | |
| 525 | MICHAEL JACKSON IN-HOUSE RECORD AWARD | 9,500.00 | |
| 509 | MICHAEL JACKSON "GOLD" RECORD AWARD | 8,500.00 | |
| 484 | MICHAEL JACKSON SIGNED THRILLER NOTE | 7,250.00 | |
| 446 | EPIC PRESENTATION AWARD | 6,500.00 | |
| 458 | EMMY AWARD FOR THE JACKSONS: AMER DRM | 6,500.00 | |
| 486 | M. JACKSON SIGNED PRESENTATION AWARD | 6,000.00 | |
| 488 | MICHAEL JACKSON "GOLD" RECORD AWARD | 5,000.00 | |
| 444 | MICHAEL JACKSON PLATINUM RECORD AWARD | 4,500.00 | |
| 469 | M. JACKSON & P. MCCARTNEY SIGNED PHOTO | 4,500.00 | |
| 474 | MICHAEL JACKSON LIFE MASK | 4,500.00 | |
| 592 | RIAA "PLATINUM" RECORD AWARD | 4,500.00 | |
| 490 | MICHAEL JACKSON IN-HOUSE RECORD AWARD | 4,250.00 | |
| 405 | MOTOWN PRESENTATION RECORD | 3,500.00 | |
| 443 | MICHAEL JACKSON "GOLD" RECORD AWARD | 3,250.00 | |
| 449 | THE JACKSONS "PLATINUM" RECORD AWARD | 2,750.00 | |
| 569 | MICHAEL JACKSON PORCELAIN STATUETTE | 1,600.00 | |
| 403 | MOTOWN RECORD AWARD | 1,000.00 | |
| | SUBTOTAL | 139,600.00 | |
| | 25% BUYER'S PREMIUM | 34,900.00 | |
| | TOTAL | | 174,500.00 |
| | GRAND TOTAL | | <u>379,700.00</u> |

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LEGAL DESCRIPTION

Real property in the City of Malibu, County of Los Angeles, State of California, described as follows:

PARCEL 1:

A PARCEL OF LAND BEING A PORTION OF RANCHO TOPANGA MALIBU SEQUIT, AS CONFIRMED TO MATTHEW KELLER BY PATENT RECORDED IN BOOK 1 PAGE 407, ET SEQ., OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF THE STRIP OF LAND DESCRIBED IN A DEED FROM MARBLEHEAD LAND COMPANY TO THE STATE OF CALIFORNIA, RECORDED IN BOOK 16845 PAGE 253, OFFICIAL RECORDS, SAID POINT OF BEGINNING BEING NORTH 46° 08' 15" WEST 60 FEET FROM ENGINEER'S CENTER LINE STATION 936 PLUS 62.94 AT THE WESTERLY EXTREMITY OF THAT CERTAIN CENTER LINE COURSE DESCRIBED AS NORTH 43° 51' 45" EAST 362.63 FEET IN THE DEED OF THE 80 FOOT STRIP OF LAND FROM T. R. CADWALADER, ET AL., TO THE STATE OF CALIFORNIA, RECORDED IN BOOK 15228 PAGE 342, OFFICIAL RECORDS; THENCE NORTH 43° 51' 45" EAST 189.63 FEET ALONG THE NORTHERLY LINE OF SAID FIRST MENTIONED STRIP; THENCE NORTH 46° 08' 15" WEST 192.92 FEET; THENCE NORTH 31° 32' 55" EAST 214.93 FEET; THENCE NORTH 42° 01' 59" EAST 186.06 FEET; THENCE NORTH 54° 23' 15" EAST 77.65 FEET, MORE OR LESS, TO THE NORTHWESTERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN A DEED FROM MARBLEHEAD LAND COMPANY TO CHESTER A. VOUGHT AND WIFE RECORDED IN BOOK 20254 PAGE 69, OFFICIAL RECORDS; THENCE NORTH 53° 17' 55" EAST 152.26 FEET ALONG THE NORTHERLY LINE OF SAID PARCEL TO THE NORTHEASTERLY CORNER THEREOF; THENCE NORTH 32° 19' 55" WEST 119.27 FEET; THENCE NORTH 46° 58' 55" EAST 28.96 FEET; THENCE 50° 59' 55" WEST 161.73 FEET; THENCE NORTH 62° 09' 00" WEST 123.16 FEET; THENCE SOUTH 60° 48' 00" WEST 21.76 FEET; THENCE SOUTH 29° 12' EAST 75 FEET; THENCE SOUTH 60° 48' WEST 183.01 FEET; THENCE SOUTH 45° 17' 30" WEST 139.76 FEET; THENCE SOUTH 62° 12' 40" WEST 258.81 FEET; THENCE NORTH 44° 07' 06" WEST 158.98 FEET TO THE CENTER LINE DESCRIBED IN THE DEED TO SANGER W. CRUMPACKER ET AL., RECORDED JANUARY 22, 1944 AS INSTRUMENT NO. 973 IN BOOK 20517 PAGE 382, OFFICIAL RECORDS; THENCE ALONG SAID CENTER LINE AS TO THE BEGINNING OF TANGENT CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 183.32 FEET SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 171.24 FEET, TANGENT SOUTH 01° 48' 25" WEST 256.65 FEET TO THE BEGINNING OF TANGENT CURVE CONCAVE EASTERLY WITH A RADIUS OF 253.04 FEET SOUTHERLY ALONG THE ARC OF SAID CURVE 79.24 FEET; TANGENT SOUTH 17° 30' 35"; THENCE EAST 104.43 FEET, SOUTH 27° 05' 15" EAST 386.93 FEET AND SOUTH 20° 53' 35" EAST 25.83 FEET, MORE OR LESS, TO A POINT IN THE NORTHERLY LINE OF THE STRIP OF LAND DESCRIBED IN A DEED FROM MARBLEHEAD LAND COMPANY TO THE STATE OF CALIFORNIA RECORDED IN BOOK 16845 PAGE 253, OFFICIAL RECORDS, SAID LAST MENTIONED POINT BEING ON THE ARC OF A CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 1450 FEET AND THE RADIAL BEARING TO SAID POINT BEING SOUTH 22° 47' 36" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 590.71 FEET; THENCE TANGENT NORTH 43° 51' 45" EAST 12.21 FEET TO THE POINT OF BEGINNING.

EXCEPT ALL RIPARIAN RIGHTS OF SAID LANDS AND ALL MINERALS, OIL, PETROLEUM, ASPHALTUM, GAS, COAL AND OTHER HYDROCARBON SUBSTANCES IN, ON, WITHIN AND UNDER SAID LANDS BUT WITHOUT SURFACE RIGHT TO GO UPON SAID LANDS TO EXTRACT SAID SUBSTANCES AS CONTAINED IN DEED FROM MARBLEHEAD LAND COMPANY, A

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Attachment B

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CORPORATION RECORDED FEBRUARY 14, 1944 IN BOOK 20657 PAGE 140, OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND CONVEYED TO THE STATE OF CALIFORNIA BY A DEED RECORDED NOVEMBER 16, 1948 AS INSTRUMENT NO. 2085 IN BOOK 28732 PAGE 310, OFFICIAL RECORDS.

PARCEL 2:

A PARCEL OF LAND BEING A RANCHO TOPANGA MALIBU SEQUIT, AS CONFIRMED TO MATTHEW KELLER BY PATENT RECORDED IN BOOK 1 PAGE 407 ET SEQ., OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF THE STRIP OF LAND DESCRIBED IN A DEED FROM MARBLEHEAD LAND COMPANY TO THE STATE OF CALIFORNIA, RECORDED IN BOOK 16845 PAGE 253, OFFICIAL RECORDS AT THE NORTHEASTERLY EXTREMITY OF THE COURSE DESCRIBED AS "NORTH 43° 51' 45" EAST 189.63 FEET" IN THE DEED TO THE MYLES EDWARD CONNOLLY AND WIFE RECORDED IN BOOK 20657 PAGE 146, OFFICIAL RECORDS; THENCE ALONG THE BOUNDARY OF THE LAND DESCRIBED IN SAID DEED TO CONNOLLY AND WIFE; NORTH 46° 00' 15" WEST 192.92 FEET AND NORTH 31° 32' 55" EAST 193.51 FEET; THENCE SOUTH 45° 44' 11" EAST 234.25 FEET TO A POINT IN THE NORTHWESTERLY LINE BEING A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2060 FEET, THE RADIAL BEARING TO SAID POINT BEING NORTH 45° 44' 11" WEST; THENCE ALONG SAID NORTHWESTERLY LINE SOUTHWESTERLY ALONG SAID CURVE 14.42 FEET AND SOUTH 43° 51' 45" WEST 173.00 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM ALL MINERALS, OIL, PETROLEUM, ASPHALTUM, GAS, COAL AND OTHER HYDROCARBON SUBSTANCES IN, ON, WITHIN AND UNDER SAID LANDS AND EVERY PART THEREOF BUT WITHOUT RIGHT OF ENTRY, AS RESERVED BY MARBLEHEAD LAND COMPANY IN DEED RECORDED OCTOBER 17, 1944 IN BOOK 21321 PAGE 347, OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND CONVEYED TO THE STATE OF CALIFORNIA, BY DEED RECORDED NOVEMBER 16, 1948 AS INSTRUMENT NO. 2085 IN BOOK 28732 PAGE 310, OFFICIAL RECORDS.

PARCEL 3:

A. AN EASEMENT FOR ROAD PURPOSES TO BE USED IN COMMON WITH OTHERS OVER A STRIP OF LAND 40 FEET IN WIDTH, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY EXTREMITY OF THE COURSE DESCRIBED AS NORTH 62° 09' 00" WEST 123.16 FEET IN THE DESCRIPTION OF THE PARCEL HEREIN CONVEYED; THENCE NORTH 62° 09' 00" WEST 123.16 FEET TO THE BEGINNING OF TANGENT CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 229.33 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 262.44 FEET; THENCE TANGENT NORTH 03° 25' 05" EAST 36.35 FEET TO THE BEGINNING OF TANGENT CURVE CONCAVE WESTERLY WITH A RADIUS OF 136.48 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 129.36 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 91.02 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE 138.63 FEET; THENCE TANGENT SOUTH 41° 50' 55" WEST 114.41 FEET, MORE OR LESS TO A POINT IN THE CENTER LINE OF THE EASEMENT FOR ROAD AND HIGHWAY PURPOSES 50 FEET IN WIDTH DESCRIBED IN A DEED FROM MARBLEHEAD LAND COMPANY TO SANGER W. CRUMPACKER ET AL., RECORDED JANUARY 22, 1944 IN BOOK 20517 PAGE 382, OFFICIAL RECORDS, SAID LAST MENTIONED POINT BEING NORTH 20° 32' 35" EAST 124.79 FEET FROM THE SOUTHWESTERLY EXTREMITY OF THAT

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CERTAIN COURSE DESCRIBED IN SAID DEED AS NORTH 20° 32' 35" EAST 158.00 FEET.

EXCEPT THEREFROM THAT PORTION THEREOF INCLUDED WITHIN THE LINE OF PARCEL 1.

B. AN EASEMENT FOR ROAD PURPOSES TO BE USED IN COMMON WITH OTHERS OVER A STRIP OF LAND 50 FEET IN WIDTH LYING 25 FEET ON EACH SIDE OF A CENTER LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE DESCRIBED IN THE DEED TO SANGER W. CRUMPACKER ET AL., RECORDED JANUARY 22, 1944 IN BOOK 20517 PAGE 382, OFFICIAL RECORDS DISTANT THEREON NORTH 20° 32' 35" EAST 124.79 FEET FROM THE SOUTHWESTERLY TERMINUS OF THAT COURSE DESCRIBED IN SAID DEED AS NORTH 20° 32' 35" EAST 158.00 FEET; THENCE SOUTH 26° 32' 35" WEST 124.79 FEET TO THE BEGINNING OF TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 206.84 FEET; THENCE ALONG SAID CURVE AND SAID CENTER LINE SOUTHERLY 130.93 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE WESTERLY HAVING A RADIUS OF 178.67 FEET; THENCE SOUTHERLY ALONG SAID CURVE AND CENTER LINE 136.89 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 487.46 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE 221.52 FEET TO THE NORTHWESTERLY TERMINUS OF THE COURSE IN THE BOUNDARY OF THE LAND ABOVE DESCRIBED AS NORTH 44° 07' 05" WEST 158.98 FEET; THENCE ALONG SAID BOUNDARY AS FOLLOWS:

SOUTH 55° 19' 33" WEST 229.74 FEET TO THE BEGINNING OF TANGENT CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 183.32 FEET SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 171.24 FEET TANGENT SOUTH 01° 48' 25" WEST 256.55 FEET TO THE BEGINNING OF TANGENT CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 235.04 FEET SOUTHERLY ALONG THE ARC OF SAID CURVE 79.24 FEET TANGENT SOUTH 17° 30' 35" EAST 104.43 FEET, SOUTH 27° 05' 15" EAST 386.93 FEET AND SOUTH 20° 53' 35" EAST 25.83 FEET, MORE OR LESS, TO A POINT IN THE NORTHERLY LINE OF THE STRIP OF LAND DESCRIBED IN A DEED FROM MARBLEHEAD LAND COMPANY TO THE STATE OF CALIFORNIA, RECORDED IN BOOK 16845 PAGE 253, OFFICIAL RECORDS.

EXCEPT THEREFROM THAT PORTION THEREOF INCLUDED WITHIN THE LINES OF PARCEL 1.

APN: 4452-017-009 and 4452-019-001

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