

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

UNITED STATES OF AMERICA	:	CRIMINAL NO. <u>08-522</u>
v.	:	DATE FILED: <u>10/29/2009</u>
NEXUS TECHNOLOGIES, INC.	:	VIOLATIONS:
NAM QUOC NGUYEN	:	18 U.S.C. § 371 (Conspiracy to violate
KIM ANH NGUYEN	:	the Foreign Corrupt Practices Act and
AN QUOC NGUYEN,	:	the Travel Act, and to launder money -
a/k/a “Andrew Nguyen,”	:	1 count)
a/k/a “Ethan Roberts”	:	15 U.S.C. § 78dd-2(a) (Foreign Corrupt
	:	Practices Act - 9 counts)
	:	18 U.S.C. § 1952(a)(3) (Travel Act - 9
	:	counts)
	:	18 U.S.C. § 1956(a)(2)(A) (money
	:	laundering - 9 counts)
	:	18 U.S.C. § 2 (aiding and abetting)
	:	Notice of forfeiture

SUPERSEDING INDICTMENT

COUNT ONE

**(Conspiracy to Violate the Foreign Corrupt Practices Act
and the Travel Act, and to Launder Money)**

THE GRAND JURY CHARGES THAT:

BACKGROUND

At all times material to this indictment unless otherwise alleged:

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

foreign government official for the purpose of securing any improper advantage, or of assisting in obtaining or retaining business for, or directing business to, any person.

2. The Travel Act, Title 18, United States Code, Section 1952, was enacted by Congress for the purpose of making it unlawful for any person to travel or cause others to travel across state or foreign boundaries, or to use facilities in interstate or foreign commerce, with the purpose of thereafter engaging in certain violations of state or federal criminal laws, including bribery.

A. Defendants

3. Defendant NEXUS TECHNOLOGIES, INC. (“NEXUS TECHNOLOGIES”) was a Delaware company with offices in New Jersey and Pennsylvania, and thus a “domestic concern” within the meaning of the FCPA, 15 U.S.C. § 78dd-2(h)(1)(B), and also maintained an office in the Socialist Republic of Vietnam (“Vietnam”). Defendant NEXUS TECHNOLOGIES purchased items from United States vendors for customers in Vietnam. Customers of defendant NEXUS TECHNOLOGIES in Vietnam included various Vietnamese government agencies, such as the procurement arms of Vietnam’s Army, Ministry of Transport, Ministry of Industry, and Ministry of Public Security. Defendant NEXUS TECHNOLOGIES purchased and then exported a wide variety of equipment and technology to its customers in Vietnam, including but not limited to underwater mapping equipment, bomb containment equipment, helicopter parts, chemical detectors, satellite communication parts, and air tracking systems.

4. Defendant NAM QUOC NGUYEN was a citizen of the United States and thus a “domestic concern” within the meaning of the FCPA, 15 U.S.C. § 78dd-2(h)(1)(A).

Defendant NAM QUOC NGUYEN was the founder and President of defendant NEXUS TECHNOLOGIES. He resided in Vietnam and ran the Vietnamese side of the business, responsible primarily for obtaining business from and negotiating contracts with potential customers in Vietnam.

5. Defendant KIM ANH NGUYEN was a citizen of the United States and thus a “domestic concern” within the meaning of the FCPA, 15 U.S.C. § 78dd-2(h)(1)(A). Defendant KIM ANH NGUYEN was employed by defendant NEXUS TECHNOLOGIES in the United States, and thus also an employee of a domestic concern. Her duties included identifying and negotiating with potential suppliers in the United States, and handling the finances of defendant NEXUS TECHNOLOGIES, including transfers of money.

6. Defendant AN QUOC NGUYEN, a/k/a “Andrew Nguyen,” a/k/a “Ethan Roberts,” was a citizen of the United States and thus a “domestic concern” within the meaning of the FCPA, 15 U.S.C. § 78dd-2(h)(1)(A). Defendant AN QUOC NGUYEN was employed by defendant NEXUS TECHNOLOGIES in the United States, and thus also an employee of a domestic concern. His duties included identifying and negotiating with potential suppliers in the United States, and arranging for shipments of goods from suppliers to freight forwarders and customers.

B. Other Entities and Individuals

7. Southern Services Flight Company (“SSFC”), a customer of defendant NEXUS TECHNOLOGIES, was an airline owned and operated by the Vietnam People’s Army based at Vung Tau Airport (“VTA”) in Vietnam, which engaged in activities related to the Vietnamese Government’s management of civil and military aviation at VTA. VTA was an

agency and instrumentality of the Civil Aviation Administration of Vietnam. Southern Flight Management Center (“SFMC”), also a customer of defendant NEXUS TECHNOLOGIES, engaged in activities related to the Vietnamese Government’s management of civil aviation at VTA and was an agency and instrumentality of the Civil Aviation Administration of Vietnam. As such, SSFC, SFMC, and VTA were agencies and instrumentalities of the Government of Vietnam within the meaning of the FCPA, 15 U.S.C. § 78dd-2(h)(2)(A).

8. Vietsovetrol Joint Venture (“VSP”), a customer of defendant NEXUS TECHNOLOGIES, was a joint venture wholly-owned and controlled by the Government of Vietnam and the Government of the Russian Federation (“Russia”), engaged in the exploitation of the natural resources of Vietnam. Accordingly, it was an agency and instrumentality of the Governments of Vietnam and Russia within the meaning of the FCPA, 15 U.S.C. § 78dd-2(h)(2)(A).

9. Petro Vietnam Gas Company (“PVGC”), a subdivision of PetroVietnam, was a customer of defendant NEXUS TECHNOLOGIES, which was wholly-owned and controlled by the Government of Vietnam and engaged in the exploitation of the natural resources of Vietnam. Accordingly, PVGC was an agency and instrumentality of the Government of Vietnam within the meaning of the FCPA, 15 U.S.C. § 78dd-2(h)(2)(A).

10. T&T Co. Ltd. (“T&T”), a customer of defendant NEXUS TECHNOLOGIES, was engaged in activities related to border security and was the procurement arm of Vietnam’s Ministry of Public Security. Accordingly, T&T was an agency and instrumentality of the Government of Vietnam within the meaning of the FCPA, 15 U.S.C. § 78dd-1(h)(2)(A).

11. The FCPA defines the term “foreign official” to include any officer or employee of a foreign government or any department, agency, or instrumentality thereof, or any person acting in an official capacity for or on behalf of any such government or department, agency, or instrumentality, 15 U.S.C. § 78dd-2(h)(2)(A); thus, any employee of VTA, SSFC, SFMC, VSP, PVGC, or T&T was a “foreign official” under the FCPA.

12. “Official A,” a Vietnamese national, was an employee of T&T and a foreign official within the meaning of the FCPA, 15 U.S.C. § 78dd-2(h)(2)(A).

13. A company known to the grand jury, located in Hong Kong, People’s Republic of China and Vietnam (“HKC 1”), which maintained a bank account in Hong Kong, was a shell company used by defendant NEXUS TECHNOLOGIES to facilitate the payment of bribes to and for the benefit of Vietnamese government officials.

14. “VN 1” a Vietnamese national, known to the grand jury, was the owner of HKC1, and a resident of Ho Chi Minh City, Vietnam.

15. A company known to the grand jury, also located in Hong Kong, People’s Republic of China (“HKC 2”), which maintained a bank account in Hong Kong, was a shell company controlled by defendant NEXUS TECHNOLOGIES and used to facilitate the payment of bribes to and for the benefit of Vietnamese government officials.

16. “VN 2” a Vietnamese national, known to the grand jury, was an employee of a shell company controlled by defendant NEXUS TECHNOLOGIES, and a resident of Ho Chi Minh City, Vietnam.

17. Joseph T. Lukas was a citizen of the United States engaged in a joint venture with defendant NEXUS TECHNOLOGIES in the United States through at least in or

about October 2005. His duties included oversight of the New Jersey office of defendant NEXUS TECHNOLOGIES, and identifying and negotiating with potential suppliers in the United States.

THE CONSPIRACY

18. From in or about 1999, through in or about May 2008, in the Eastern District of Pennsylvania, and elsewhere, defendants

**NEXUS TECHNOLOGIES, INC.,
NAM QUOC NGUYEN,
KIM ANH NGUYEN, and
AN QUOC NGUYEN,
a/k/a “Andrew Nguyen,”
a/k/a “Ethan Roberts,”**

together with others known and unknown to the grand jury, unlawfully and knowingly conspired and agreed to commit the following offenses against the United States:

a. Being domestic concerns within the meaning of the FCPA, and employees of a domestic concern, to willfully make use of means and instrumentalities of interstate and foreign commerce corruptly in furtherance of an offer, payment, promise to pay, and authorization of the payment of any money, offer, gift, promise to give, and authorization of the giving of anything of value, directly and indirectly through HKC 1, to foreign officials of Vietnam and Russia, for purposes of: (i) influencing acts and decisions of such foreign officials in their official capacity; (ii) inducing such foreign officials to do and omit to do acts in violation of the lawful duties of such officials; (iii) securing an improper advantage; and (iv) inducing such foreign officials to use their influence with a foreign government and instrumentalities thereof to affect and influence acts and decisions of such government and instrumentalities, in order to assist defendants and others known and unknown to the grand jury, in obtaining and

retaining business for and with, and directing business to, defendant NEXUS TECHNOLOGIES, in violation of Title 15, United States Code, Section 78dd-2(a);

b. To travel and cause travel in interstate and foreign commerce and to use the mails and facilities in interstate and foreign commerce with intent to promote, manage, establish, carry on, and facilitate the promotion, management, establishment, and carrying on, of commercial bribery contrary to Title 18, Section 4108(a) of the Pennsylvania Code; and thereafter to perform acts to promote, manage, establish, and carry on, and to facilitate the promotion, management, establishment, and carrying on of commercial bribery, contrary to Title 18, United States Code, Section 1952(a)(3); and

c. To promote the specified unlawful activities referenced in paragraphs 18(a) and (b) above by transporting funds from a place in the United States to a place outside the United States, in violation of Title 18, United States Code, Section 1956(a)(2)(A).

MANNER AND MEANS

19. It was part of the conspiracy that:

a. Defendant NAM QUOC NGUYEN obtained lucrative contracts for defendant NEXUS TECHNOLOGIES from Vietnamese governmental agencies and companies by agreeing to pay bribes, typically described as “commissions,” to individuals employed by such agencies and companies, which bribes totaled more than approximately \$200,000.

b. Defendants NAM QUOC NGUYEN, KIM ANH NGUYEN, and AN QUOC NGUYEN and Joseph T. Lukas established relationships with Vietnamese government officials and employees of customers, typically described as “supporters,” who in

exchange for the bribes assisted defendant NEXUS TECHNOLOGIES in obtaining business by providing confidential information, rigging bids, and other means.

c. Defendants KIM ANH NGUYEN and AN QUOC NGUYEN and Joseph T. Lukas paid and caused to be paid bribes to Vietnamese government officials and employees of customers as directed by defendant NAM QUOC NGUYEN.

d. Defendants NAM QUOC NGUYEN, KIM ANH NGUYEN, and AN QUOC NGUYEN and Joseph T. Lukas paid and caused to be paid funds to HKC 1 in furtherance of the bribe scheme.

e. Under instructions from defendant NAM QUOC NGUYEN, HKC1 then funneled bribes into Vietnam and to Vietnamese government officials and employees of customers on behalf of defendants NEXUS TECHNOLOGIES, NAM QUOC NGUYEN, KIM ANH NGUYEN, and AN QUOC NGUYEN.

f. Defendants NAM QUOC NGUYEN, KIM ANH NGUYEN, and AN QUOC NGUYEN and Joseph T. Lukas at times mischaracterized and concealed the transfer of funds to HKC 1 and the bribe payments in the books and records of defendant NEXUS TECHNOLOGIES to prevent detection.

OVERT ACTS

In furtherance of the conspiracy, defendants NEXUS TECHNOLOGIES, NAM QUOC NGUYEN, KIM ANH NGUYEN, and AN QUOC NGUYEN, and others known and unknown to the grand jury, committed the following overt acts, among others, in the Eastern District of Pennsylvania, and elsewhere:

A. Corrupt Dealings With Southern Services Flight Company (“SSFC”) and Southern Flight Management Center (“SFMC”) Officials at Vung Tau Airport (“VTA”)

1. On or about October 24, 2001, Joseph T. Lukas emailed defendant NAM QUOC NGUYEN regarding the breakdown of costs on a particular contract with VTA, asking how many “commissions” would be paid on the contract.

2. On or about October 25, 2001, defendant NAM QUOC NGUYEN sent an email to Joseph T. Lukas, stating that an official within VTA had “demand[ed] commissions” for all sales.

3. In or about February 2004, defendant NEXUS TECHNOLOGIES negotiated a contract valued in excess of \$14,000 to sell computer workstations to SFMC.

4. On or about June 29, 2004, defendant NAM QUOC NGUYEN sent an email to defendant KIM ANH NGUYEN and to Joseph T. Lukas asking to be informed when they were paid on the contract so that the “commission” could be paid.

5. On or about August 11, 2004, defendant NAM QUOC NGUYEN sent an email to defendant KIM ANH NGUYEN, stating that, “SFMC could have bought this . . . equipment from a local dealer for cheaper than ours. But they agreed to buy from us since we can . . . agree for them to add into the contract a fat markup for themselves.”

6. On or about August 13, 2004, defendant NAM QUOC NGUYEN sent another email to defendant KIM ANH NGUYEN, directing her to send the associated “commission” payment to HKC 1, and confirmed that HKC 1 would disburse the funds to the correct foreign official.

7. On or about August 13, 2004, defendant KIM ANH NGUYEN sent an email back to defendant NAM QUOC NGUYEN, requesting clarification of the calculation of the “commission” owed to an SFMC official as a result of the contract for workstations.

8. On or about August 13, 2004, defendant NAM QUOC NGUYEN sent an email back to defendant KIM ANH NGUYEN, confirming that the “commission” should be wired to HKC1.

9. In or about November 2004, Joseph T. Lukas signed a contract with VTA for the sale of air traffic system equipment.

10. In or about the summer of 2005, defendant NAM QUOC NGUYEN emailed defendant KIM ANH NGUYEN regarding a contract with SSFC, instructing her to wire 10% of the total contract value to HKC 1, so that HKC 1 could pay the “commission” on the contract, that is, approximately \$18,854.

11. On or about August 4, 2005, defendant KIM ANH NGUYEN caused approximately \$18,854 to be sent via international wire transfer from the bank account of NEXUS TECHNOLOGIES in Philadelphia, Pennsylvania to HKC 1’s bank account in Hong Kong.

12. On or about April 26, 2006, defendant NAM QUOC NGUYEN emailed defendant KIM ANH NGUYEN, and said that an SSFC official wanted a payment on the commission associated with the air tracking system contract.

13. On or about May 14, 2006, defendant NAM QUOC NGUYEN emailed defendant KIM ANH NGUYEN, directing her to transfer funds to HKC 1 for the payment owed to an SSFC official for the air tracking system contract.

14. On or about May 23, 2006, defendant KIM ANH NGUYEN caused approximately \$63,360 to be sent via international wire transfer from the bank account of defendant NEXUS TECHNOLOGIES in Philadelphia, Pennsylvania, to HKC 1's bank account in Hong Kong, which was to be used to pay the bribe associated with the air tracking system contract.

15. On or about June 5, 2006, HKC 1 transferred approximately \$63,360 to a bank account in the name of VN 1 in Vietnam.

16. On or about November 15, 2006, defendant NAM QUOC NGUYEN emailed defendant KIM ANH NGUYEN stating, "We need to have [HKC 1] issued [sic] us invoices for all the wire transfers that we have done so we have proper records about these transactions. Don't worry about the date and description because I made them up." Included on the list for which invoices were being requested was "VTA ATS 1st payment//Date: 5/16/06//Description: Air Tracking System Design & engineering services//Amount: \$63,360."

17. On or about December 22, 2006, defendant NAM QUOC NGUYEN emailed defendant KIM ANH NGUYEN, directing her to transfer \$14,200 to HKC 1 for the SSFC official's "2nd commission payment."

18. On or about December 22, 2006, defendant KIM ANH NGUYEN caused approximately \$14,200 to be sent via international wire transfer from the bank account of defendant NEXUS TECHNOLOGIES in Philadelphia, Pennsylvania, to HKC 1's bank account in Hong Kong, which was to be used to make another payment to an SSFC official for the air tracking system contract.

19. On or about February 1, 2007, defendant NAM QUOC NGUYEN emailed VN 1 to determine why he had not received the funds for the second commission payment in Vietnam, stating, "Please understand my position. It does not look good for me to promise my customer 10 days ago and cannot tell them when they can get their money. I believe that I have been very patient. From now on, as soon as you receive money from HK, please transfer it to me in VN right away."

20. On or about February 1, 2007, HKC 1 transferred approximately \$14,180 to a bank account in the name of VN 1 in Vietnam.

B. Corrupt Dealings With Petro Vietnam Gas Company ("PVGC") Officials

21. On or about October 17, 2000, Joseph T. Lukas sent an email to defendant NAM QUOC NGUYEN regarding a proposal to pay a "supporter" of defendant NEXUS TECHNOLOGIES in PVGC a "commission," with the statement, "Cool. Do it. Confirmed L/C we cannot lose."

22. On or about October 18, 2001, Joseph T. Lukas sent an email to defendant NAM QUOC NGUYEN noting that defendant NEXUS TECHNOLOGIES had received a payment from PVGC that was less than expected, and suggesting that the shortage be taken out of the "commission."

23. On or about January 27, 2003, Joseph T. Lukas sent an email to defendant NAM QUOC NGUYEN noting that he had changed "commissions" to "subcontract fee" in the books and records of defendant NEXUS TECHNOLOGIES.

24. On or about August 5, 2004, an employee of defendant NEXUS TECHNOLOGIES emailed defendant NAM QUOC NGUYEN asking for a review of his

“calculation [of] the commission for PVGC” on a contract for spare parts. The “commission” to PVGC is listed as \$9,798.40.

25. On or about August 6, 2004, defendant NAM QUOC NGUYEN forwarded the August 5 email to defendant KIM ANH NGUYEN, asking her to review the email and then transfer the money.

26. On or about August 13, 2004, with regard to a contract to supply spare parts to PVGC, defendant KIM ANH NGUYEN emailed defendant NAM QUOC NGUYEN and asked whether the “commission payout” should be wired to HKC 1.

27. On or about August 13, 2004, defendant NAM QUOC NGUYEN responded to defendant KIM ANH NGUYEN with an email marked as “URGENT,” directing defendant KIM ANH NGUYEN to wire HKC 1 a \$9,798.40 “commission payout” for an official within PVGC in exchange for the PVGC spare parts deal “TODAY.”

28. On or about August 14, 2004, defendant NEXUS TECHNOLOGIES caused approximately \$9,798.47 to be sent via international wire transfer from the bank account of defendant NEXUS TECHNOLOGIES in Philadelphia, Pennsylvania, to HKC 1’s bank account in Hong Kong, which was to be used to make a payment to a PVGC official for the spare parts contract.

29. On or about August 18, 2004, HKC 1 transferred approximately \$9,596 to a bank account in the name of VN 1 in Vietnam.

30. On or about October 20, 2006, defendant NEXUS TECHNOLOGIES caused approximately \$21,597 to be sent via international wire transfer from the bank account of defendant NEXUS TECHNOLOGIES in Philadelphia, Pennsylvania, to HKC 1’s bank account

in Hong Kong, which was to be used to make a payment to a PVGC official on the “Carrier” deal.

31. On or about October 23, 2006, HKC 1 transferred approximately \$21,500 to an account in the name of VN 1 in Vietnam.

32. On or about November 15, 2006, defendant NAM QUOC NGUYEN emailed defendant KIM ANH NGUYEN (Overt Act 16), expressing the need for invoices from HKC 1, and stating, “Don’t worry about the date and description because I made them up.” Included on the list for which invoices were being requested was “VanLang-Carrier//Date: 9/14/06//Description: Air-conditioning subcontract: Receiving, installation & commissioning services//Amount: \$21,597.00.”

33. On or about May 11, 2007, defendant KIM ANH NGUYEN emailed defendant NAM QUOC NGUYEN requesting confirmation that the “settlement” amount on the Carrier deal was \$21,841.21.

34. On or about May 28, 2007, defendant NAM QUOC NGUYEN received an email from a company in Vietnam stating that \$22,403 was owed as a commission on the sale of an air conditioning system to PVGC.

35. On or about May 30, 2007, defendant KIM ANH NGUYEN emailed defendant NAM QUOC NGUYEN her calculation of the settlement owed on the Carrier contract, stating it was \$21,838.21.

36. On or about June 13, 2007, defendant KIM ANH NGUYEN caused approximately \$22,403 to be sent via international wire transfer from the bank account of defendant NEXUS TECHNOLOGIES in Philadelphia, Pennsylvania, to HKC 1’s bank account

in Hong Kong, which was to be used to make a payment to a PVGC official for the Carrier contract.

37. On or about July 5, 2007, HKC 1 transferred approximately \$22,000 to a bank account of VN 2 in Vietcon Bank in Ho Chi Minh City.

38. On or about July 9, 2007, VN 2 emailed defendant NAM QUOC NGUYEN, stating that \$21,961.91 had been received from HKC 1 and was therefore short \$441.09.

39. On or about July 10, 2007, defendant NAM QUOC NGUYEN responded to VN 2 that the \$441.09 represented HKC 1's 2% commission on the transfer.

C. Corrupt Dealings with Vietsovpetro Joint Venture ("VSP") Officials

40. On or about December 11, 2000, Joseph T. Lukas emailed defendant NAM QUOC NGUYEN, requesting the exact amount of "commissions" paid to VSP so that he could record them in the books of defendant NEXUS TECHNOLOGIES.

41. On or about December 13, 2000, defendant NAM QUOC NGUYEN sent an email to Joseph T. Lukas, stating "I striked [sic] the deal with the [VSP] tech people today. For 15% commission, we are GUARANTEED to be the supplier."

42. On or about April 15, 2002, defendant NAM QUOC NGUYEN sent an email Joseph T. Lukas, stating "We need to take care of commissions for . . . VSP. I want to make sure everyone is happy here. It will be good for our (financial) health."

43. On or about May 2, 2003, Joseph T. Lukas signed a contract valued in excess of \$500,000 with VSP for the purchase of a hydraulic jacking system.

44. On or about February 27, 2004, defendant NAM QUOC NGUYEN sent an email to a Nexus employee regarding the breakdown of the "GenPac Firewall Deal," stating that the official was still owed \$43,340 in commissions on the deal, and instructing the Nexus employee to wire the appropriate amount to the account of HKC 1 via HKC 2.

45. On or about February 27, 2004, defendant NAM QUOC NGUYEN emailed HKC 1 to tell them the funds were coming and instructing them to transfer the funds.

46. On or about February 27, 2004, defendant NEXUS TECHNOLOGIES, in Philadelphia, Pennsylvania, sent wire transfer instructions to HKC 2 in Hong Kong requesting the transfer of \$43,306.42 to HKC 1 for the "GenPac Firewall Deal."

47. On or about March 4, 2004, HKC 2 transferred approximately \$43,306.42 to HKC 1's account.

48. On or about March 4, 2004, a Nexus employee emailed defendant NAM QUOC NGUYEN, asking for an invoice from HKC 1 to support the transfer.

49. On or about March 10, 2004, defendant NAM QUOC NGUYEN emailed VN 1 asking that they get the invoice done. VN 1 emailed back asking what should be on the invoice. An invoice, backdated to February 28, 2004 was provided, stating the invoice is for "training and commissioning services."

50. On or about March 15, 2004, HKC 1 wired approximately \$42,440.29 to Asia Commercial Bank in Vietnam.

51. On or about January 16, 2006, defendant NAM QUOC NGUYEN sent an email to various employees of defendant NEXUS TECHNOLOGIES, including defendants KIM ANH NGUYEN and AN QUOC NGUYEN, regarding a potential contract to sell VSP a wheel

shot blast, declining to discuss the “commission” over email, and suggesting instead that the matter be discussed via an internet phone call.

52. In or about March 2006, defendant NEXUS TECHNOLOGIES negotiated the contract to sell a wheel shot blast to VSP.

53. On or about March 16, 2006, defendant NAM QUOC NGUYEN sent an email to defendant KIM ANH NGUYEN, stating that he had “rigg[ed] the deal” for the wheel shot blast contract so that two other companies would submit high bids to VSP and defendant NEXUS TECHNOLOGIES would win the contract.

54. On or about October 26, 2006, defendant NAM QUOC NGUYEN sent an email to defendant KIM ANH NGUYEN regarding another contract with VSP, stating “VSP claimed that we got paid for this contract already. Please confirm so commission can be disbursed.”

55. On or about September 17, 2007, defendant NAM QUOC NGUYEN sent an email to an employee of defendant NEXUS TECHNOLOGIES in Vietnam, discussing “commissions” owed to officials of various entities, including VSP, and stating “Bring the money to my house in the end of the workday. P.S. Please note the commission payments as installment payments in your bookkeeping.”

D. Corrupt Dealings with T&T Co. Ltd. (“T&T”) Officials

56. On or about May 10, 2005, defendant NAM QUOC NGUYEN sent an email to defendant KIM ANH NGUYEN, stating that T&T is a procurement arm of a “government (non-commercial) entity” and will import equipment relevant to a safety equipment contract.

57. On or about May 23, 2005, defendant NEXUS TECHNOLOGIES caused approximately \$22,325 to be sent via international wire transfer from the bank account of defendant NEXUS TECHNOLOGIES in Philadelphia, Pennsylvania, to HKC 1's bank account in Hong Kong.

58. On or about May 30, 2005, defendant NAM QUOC NGUYEN emailed Official A that defendant NEXUS TECHNOLOGIES had wired \$22,325 to HKC 1, and that HKC 1 would wire \$21,872 to the official's account after deducting bank fees and a service fee.

59. On or about May 30, 2005, HKC 1 wired approximately \$21,872 to Official A's account at the Asia Commercial Bank in Vietnam, describing the transfer as a "gift" on the wire transfer instructions.

60. On or about June 9, 2005, defendant NEXUS TECHNOLOGIES caused approximately \$29,987 to be sent via international wire transfer from the bank account of defendant NEXUS TECHNOLOGIES in Philadelphia, Pennsylvania, to HKC 1's bank account in Hong Kong.

61. On or about June 23, 2005, HKC 1 wired approximately \$29,380 to Official A's account at the Asia Commercial Bank in Vietnam, describing the transfer as a "gift" on the wire transfer instructions.

62. On or about August 1, 2005, defendant NEXUS TECHNOLOGIES caused approximately \$15,653 to be sent via international wire transfer from the bank account of defendant NEXUS TECHNOLOGIES in Philadelphia, Pennsylvania to HKC 1's bank account in Hong Kong.

63. On or about August 15, 2005, HKC 1 wired approximately \$15,333 to Official A's account at the Asia Commercial Bank in Vietnam.

64. On or about October 27, 2006, defendant AN QUOC NGUYEN emailed a freight forwarding company regarding the shipment of a Viisage reader to T&T.

65. On or about November 15, 2006, defendant NAM QUOC NGUYEN emailed defendant KIM ANH NGUYEN (Overt Act 16), expressing the need for invoices from HKC 1, and stating, "Don't worry about the date and description because I made them up." Included on the list for which invoices were being requested was "T&T (Viisage reader)//Description: Documentation system installation & commissioning services//Amount: \$7,812.64."

66. On or about November 25, 2006, HKC 1 emailed defendant NAM QUOC NGUYEN, asking for confirmation that the amount to be transferred to Official A was \$7,673.70. Defendant NAM QUOC NGUYEN responded the same day, confirming that \$7,790.56 should be transferred to "T&T."

67. On or about November 25, 2006, defendant NEXUS TECHNOLOGIES caused approximately \$7,790.56 to be sent via international wire transfer from the bank account of defendant NEXUS TECHNOLOGIES in Philadelphia, Pennsylvania, to HKC 1's bank account in Hong Kong, which was to be used to pay Official A for the Viisage reader contract.

68. On or about November 30, 2006, HKC 1 wired approximately \$7,673.70 a bank account of VN 1 in Hong Kong.

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

COUNTS TWO THROUGH TEN

(Foreign Corrupt Practices Act)

THE GRAND JURY FURTHER CHARGES THAT:

1. Paragraphs 1 through 17 and 19 and overt acts 1 through 69 of Count One of this superseding indictment are incorporated herein as if set forth in full.

2. On or about the dates set forth below, in the Eastern District of Pennsylvania and elsewhere, the below-listed defendants, who are domestic concerns within the meaning of the FCPA, and employees of a domestic concern, willfully made use of means and instrumentalities of interstate and foreign commerce, and aided and abetted such use, corruptly in furtherance of an offer, payment, promise to pay, and authorization of the payment of any money, offer, gift, promise to give, and authorization of the giving of anything of value to any foreign official, directly and indirectly through HKC 1, for purposes of: (i) influencing acts and decisions of such foreign official in his official capacity; (ii) inducing such foreign official to do and omit to do acts in violation of the lawful duty of such official; (iii) securing an improper advantage; and (iv) inducing such foreign official to use his influence with foreign governments and instrumentalities thereof to affect and influence acts and decisions of such governments and instrumentalities in order to assist the below defendants, and others known and unknown to the grand jury, in obtaining and retaining business for and with, and directing business to, defendant NEXUS TECHNOLOGIES as described below:

<u>COUNT</u>	<u>DEFENDANT(S)</u>	<u>APPROX. DATE</u>	<u>DESCRIPTION</u>	<u>INTENDED BENEFICIARY</u>
TWO	NEXUS TECHNOLOGIES NAM QUOC NGUYEN KIM ANH NGUYEN	05/23/2005	Wire transfer of approximately \$22,325 from the account of defendant NEXUS TECHNOLOGIES at Commerce Bank in Philadelphia, PA, to the account of HKC 1 at Hongkong and Shanghai Banking, Hong Kong	Foreign official at T&T
THREE	NEXUS TECHNOLOGIES NAM QUOC NGUYEN	06/09/2005	Wire transfer of approximately \$29,987 from the account of defendant NEXUS TECHNOLOGIES at Commerce Bank in Philadelphia, PA, to the account of HKC 1 at Hongkong and Shanghai Banking, Hong Kong	Foreign official at T&T
FOUR	NEXUS TECHNOLOGIES NAM QUOC NGUYEN	08/01/2005	Wire transfer of approximately \$15,653 from the account of defendant NEXUS TECHNOLOGIES at Commerce Bank in Philadelphia, PA, to the account of HKC 1 at Hongkong and Shanghai Banking, Hong Kong	Foreign official at T&T

FIVE	NEXUS TECHNOLOGIES NAM QUOC NGUYEN KIM ANH NGUYEN	08/04/2005	Wire transfer of approximately \$18,854 from the account of defendant NEXUS TECHNOLOGIES at Commerce Bank in Philadelphia, PA, to the account of HKC 1 at Hongkong and Shanghai Banking, Hong Kong	Foreign official at SSFC
SIX	NEXUS TECHNOLOGIES NAM QUOC NGUYEN KIM ANH NGUYEN	05/23/2006	Wire transfer of approximately \$63,360 from the account of defendant NEXUS TECHNOLOGIES at Commerce Bank in Philadelphia, PA, to the account of HKC 1 at Hongkong and Shanghai Banking, Hong Kong	Foreign official at SSFC
SEVEN	NEXUS TECHNOLOGIES NAM QUOC NGUYEN	10/20/2006	Wire transfer of approximately \$21,597 from the account of defendant NEXUS TECHNOLOGIES at Commerce Bank in Philadelphia, PA, to the account of HKC 1 at Hongkong and Shanghai Banking, Hong Kong	Foreign official at PVGC
EIGHT	NEXUS TECHNOLOGIES NAM QUOC NGUYEN KIM ANH NGUYEN AN QUOC NGUYEN	11/25/2006	Wire transfer of approximately \$7,790.56 from the account of defendant NEXUS	Foreign official at T&T

			TECHNOLOGIES at Commerce Bank in Philadelphia, PA, to the account of HKC 1 at Hongkong and Shanghai Banking, Hong Kong	
NINE	NEXUS TECHNOLOGIES NAM QUOC NGUYEN KIM ANH NGUYEN	12/22/2006	Wire transfer of approximately \$14,200 from the account of defendant NEXUS TECHNOLOGIES at Commerce Bank in Philadelphia, PA, to the account of HKC 1 at Hongkong and Shanghai Banking, Hong Kong	Foreign official at SSFC
TEN	NEXUS TECHNOLOGIES NAM QUOC NGUYEN KIM ANH NGUYEN	06/13/2007	Wire transfer of approximately \$22,403 from the account of defendant NEXUS TECHNOLOGIES at Commerce Bank in Philadelphia, PA, to the account of HKC 1 at Hongkong and Shanghai Banking, Hong Kong	Foreign official at PVGC

In violation of Title 15, United States Code, Section 78dd-2(a), and Title 18 United States Code, Section 2.

COUNTS ELEVEN THROUGH NINETEEN**(Travel Act)****THE GRAND JURY FURTHER CHARGES THAT:**

1. Paragraphs 1 through 17 and 19 and overt acts 1 through 69 of Count One of this superseding indictment are incorporated herein as if set forth in full.

2. On or about the dates set forth below, in the Eastern District of Pennsylvania, and elsewhere, the below-listed defendants, knowingly and willfully did use and cause to be used a facility in foreign commerce with the intent to promote, manage, establish, carry on, and facilitate the promotion, management, establishment, and carrying on of an unlawful activity, namely, bribery in violation of the laws of the State of Pennsylvania, specifically, Title 18, Section 4108 of the Pennsylvania Code, and thereafter performed and attempted to perform such promotion, management, establishment, carrying on, and facilitation of the promotion, management, establishment, and carrying on of the above unlawful activity:

<u>COUNT</u>	<u>DEFENDANT(S)</u>	<u>APPROX. DATE</u>	<u>FACILITY IN FOREIGN COMMERCE</u>
ELEVEN	NEXUS TECHNOLOGIES NAM QUOC NGUYEN KIM ANH NGUYEN	05/23/2005	International wire transfer from Philadelphia, PA, to Hong Kong
TWELVE	NEXUS TECHNOLOGIES NAM QUOC NGUYEN	06/09/2005	International wire transfer from Philadelphia, PA, to Hong Kong
THIRTEEN	NEXUS TECHNOLOGIES NAM QUOC NGUYEN	08/01/2005	International wire transfer from Philadelphia, PA, to Hong Kong
FOURTEEN	NEXUS TECHNOLOGIES NAM QUOC NGUYEN	08/04/2005	International wire transfer from Philadelphia, PA, to Hong Kong

	KIM ANH NGUYEN		International wire transfer from Philadelphia, PA, to Hong Kong
FIFTEEN	NEXUS TECHNOLOGIES NAM QUOC NGUYEN KIM ANH NGUYEN	05/23/2006	
SIXTEEN	NEXUS TECHNOLOGIES NAM QUOC NGUYEN	10/20/2006	International wire transfer from Philadelphia, PA, to Hong Kong
SEVENTEEN	NEXUS TECHNOLOGIES NAM QUOC NGUYEN KIM ANH NGUYEN AN QUOC NGUYEN	11/25/2006	International wire transfer from Philadelphia, PA, to Hong Kong
EIGHTEEN	NEXUS TECHNOLOGIES NAM QUOC NGUYEN KIM ANH NGUYEN	12/22/2006	International wire transfer from Philadelphia, PA, to Hong Kong
NINETEEN	NEXUS TECHNOLOGIES NAM QUOC NGUYEN KIM ANH NGUYEN	06/13/2007	International wire transfer from Philadelphia, PA, to Hong Kong

In violation of Title 18, United States Code, Section 1952(a)(3)(A), and Title 18 United States Code, Section 2.

COUNTS TWENTY THROUGH TWENTY-EIGHT**(Money Laundering)****THE GRAND JURY FURTHER CHARGES THAT:**

1. Paragraphs 1 through 18 and 20 and overt acts 1 through 69 of Count One of this superseding indictment are incorporated herein as if set forth in full.

2. On or about the dates set forth below, in the Eastern District of Pennsylvania, and elsewhere, the below-listed defendants, knowingly transported, transmitted, and transferred, and willfully caused others to transport, transmit, and transfer, the following monetary instruments and funds from a place in the United States, namely, Philadelphia, Pennsylvania, to a place outside the United States, namely, Hong Kong, People's Republic of China, intending that each of the transactions, in whole and in part, would promote the carrying on of a specified unlawful activity, that is, bribery of a foreign official, a felony violation of the Foreign Corrupt Practices Act and the Travel Act:

<u>COUNT</u>	<u>DEFENDANT(S)</u>	<u>APPROX. DATE</u>	<u>DESCRIPTION</u>
TWENTY	NEXUS TECHNOLOGIES NAM QUOC NGUYEN KIM ANH NGUYEN	05/23/2005	Wire transfer of approximately \$22,325 from the account of defendant NEXUS TECHNOLOGIES at Commerce Bank in Philadelphia, PA, to the account of HKC 1 at Hongkong and Shanghai Banking, Hong Kong
TWENTY-ONE	NEXUS TECHNOLOGIES NAM QUOC NGUYEN	06/09/2005	Wire transfer of approximately \$29,987 from the account of defendant NEXUS TECHNOLOGIES

			at Commerce Bank in Philadelphia, PA, to the account of HKC 1 at Hongkong and Shanghai Banking, Hong Kong
TWENTY-TWO	NEXUS TECHNOLOGIES NAM QUOC NGUYEN	08/01/2005	Wire transfer of approximately \$15,653 from the account of defendant NEXUS TECHNOLOGIES at Commerce Bank in Philadelphia, PA, to the account of HKC 1 at Hongkong and Shanghai Banking, Hong Kong
TWENTY-THREE	NEXUS TECHNOLOGIES NAM QUOC NGUYEN KIM ANH NGUYEN	08/04/2005	Wire transfer of approximately \$18,854 from the account of defendant NEXUS TECHNOLOGIES at Commerce Bank in Philadelphia, PA, to the account of HKC 1 at Hongkong and Shanghai Banking, Hong Kong
TWENTY-FOUR	NEXUS TECHNOLOGIES NAM QUOC NGUYEN KIM ANH NGUYEN	05/23/2006	Wire transfer of approximately \$63,360 from the account of defendant NEXUS TECHNOLOGIES at Commerce Bank in Philadelphia, PA, to the account of HKC 1 at Hongkong and Shanghai Banking, Hong Kong
TWENTY-FIVE	NEXUS TECHNOLOGIES NAM QUOC NGUYEN	10/20/2006	Wire transfer of approximately \$21,597 from the account of defendant NEXUS TECHNOLOGIES at Commerce Bank in Philadelphia, PA, to the

			account of HKC 1 at Hongkong and Shanghai Banking, Hong Kong
TWENTY-SIX	NEXUS TECHNOLOGIES NAM QUOC NGUYEN KIM ANH NGUYEN AN QUOC NGUYEN	11/25/2006	Wire transfer of approximately \$7,790.56 from the account of defendant NEXUS TECHNOLOGIES at Commerce Bank in Philadelphia, PA, to the account of HKC 1 at Hongkong and Shanghai Banking, Hong Kong
TWENTY-SEVEN	NEXUS TECHNOLOGIES NAM QUOC NGUYEN KIM ANH NGUYEN	12/22/2006	Wire transfer of approximately \$14,200 from the account of defendant NEXUS TECHNOLOGIES at Commerce Bank in Philadelphia, PA, to the account of HKC 1 at Hongkong and Shanghai Banking, Hong Kong
TWENTY-EIGHT	NEXUS TECHNOLOGIES NAM QUOC NGUYEN KIM ANH NGUYEN	06/13/2007	Wire transfer of approximately \$22,403 from the account of defendant NEXUS TECHNOLOGIES at Commerce Bank in Philadelphia, PA, to the account of HKC 1 at Hongkong and Shanghai Banking, Hong Kong

In violation of Title 18, United States Code, Section 1956(a)(2)(A), and Title 18 United States Code, Section 2.

NOTICE OF FORFEITURE

THE GRAND JURY FURTHER CHARGES THAT:

1. As a result of the violations of Title 15, United States Code, Section 78dd-2(a), and Title 18, United States Code, Sections 1952(a)(3) and 1956(a)(2)(A) set forth in this superseding indictment, defendants

**NEXUS TECHNOLOGIES, INC.,
NAM QUOC NGUYEN,
KIM ANH NGUYEN, and
AN QUOC NGUYEN,
a/k/a “Andrew Nguyen,”
a/k/a “Ethan Roberts”**

shall forfeit to the United States of America any property, real or personal, that constitutes or is derived from proceeds traceable to the commission of such offenses.

2. If any of the property subject to forfeiture, as a result of any act or omission of the defendant(s):

- (a) cannot be located upon the exercise of due diligence;
- (b) has been transferred or sold to, or deposited with, a third party;
- (c) has been placed beyond the jurisdiction of the Court;
- (d) has been substantially diminished in value; or
- (e) has been commingled with other property which cannot be divided without difficulty;

it is the intent of the United States, pursuant to Title 28, United States Code, Section 2461(c), incorporating Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of the defendant(s) up to the value of the property subject to forfeiture.

All pursuant to Title 28, United States Code, Section 2461(c), and Title 18,
United States Code, Section 981(a)(1)(C).

A TRUE BILL:

GRAND JURY FOREPERSON

MICHAEL LEVY
United States Attorney

STEVEN A. TYRRELL
Chief, Fraud Section
Criminal Division
United States Department of Justice