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CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

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DEPUTY

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

June 2017 Grand Jury

18 CR 3657 JLS

UNITED STATES OF AMERICA,

Case No.

I N D I C T M E N T

v.

BROOKS ALONZO PARKS,

Title 18, U.S.C., Secs. 1349, 1346
and 1343 - Conspiracy To Commit
Honest Services Fraud; Title 18,
U.S.C., Sec. 981(a)(1)(C), and
Title 28, U.S.C., Sec 2461(c) -
Criminal Forfeiture

Defendant.

The grand jury charges that, at all times relevant:

1. Defendant BROOKS ALONZO PARKS, ("PARKS"), was an active-duty enlisted sailor in the United States Navy. From December 2005 to September 2011, PARKS served as a Petty Officer First Class, and in September 2011, PARKS was promoted to Chief Petty Officer, serving in that capacity from September 2011 until his retirement in January 2016.

2. From on or about December 2005 to November 2008, PARKS was a Logistics Lead Petty Officer ("LPO") on the staff of Commander, U.S. Navy Seventh Fleet. As a Logistics LPO, PARKS's duties included managing part of the logistics budget, signing and processing invoices, and other logistics functions. From December 2008 until May 2013, PARKS was assigned as Staff Support, an Assessor, and an Instructor at the Afloat

1 Training Group, Western Pacific; and from May 2013 until his retirement
2 in January 2016, PARKS was a Material and Supply Lead Petty Officer at
3 the Naval Supply Systems Command in Naples, Italy.

4 3. As a senior enlisted sailor in the U.S. Navy, PARKS was a
5 "public official" within the definition of Title 18, United States Code,
6 Section 201(a)(1), and as such owed a fiduciary duty to both the United
7 States Navy and the American public.

8 4. Leonard Glenn Francis ("Francis"), charged elsewhere, was a
9 citizen of Malaysia, residing in Singapore. Francis was the Chief
10 Executive Officer and President of Glenn Defense Marine (Asia) ("GDMA"),
11 a multi-national corporation with headquarters in Singapore. As of
12 September 2013, GDMA had operating locations in many countries,
13 including Japan, Thailand, Malaysia, Korea, Hong Kong, Indonesia,
14 Australia, Philippines, and the United States. GDMA's main business
15 involved the "husbanding" of marine vessels, a service it had provided
16 across the Seventh Fleet's area of responsibility under various
17 contracts with the U.S. Navy for over 25 years. "Ship husbanding"
18 involves the coordinating, scheduling, and direct and indirect
19 procurement of items and services required by ships and submarines when
20 those vessels arrive at port. Examples of these items and services
21 included, among others, tugboats; fenders; port authority or customs
22 fees; security; food; fuel; water; trash removal; collection, holding,
23 and transfer of liquid waste ("CHT"); and transportation, among many
24 others.

25 5. Alex Wisidagama ("Wisidagama"), charged elsewhere, a citizen
26 of Singapore, was GDMA's Global Manager for Government Contracts.

27 6. Neil Peterson ("Peterson"), charged elsewhere, a citizen of
28 Singapore, was GDMA's Vice President of Global Operations.

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Count 1

Conspiracy To Commit Honest Services Fraud

(18 U.S.C. §§ 1349, 1346 & 1343)

7. The allegations in Paragraphs 1 through 6 of this Indictment are hereby re-alleged and incorporated herein.

8. From in or about March 2006 until at least in or about March 2010, on the high seas and out of the jurisdiction of any particular district, defendant BROOKS ALONZO PARKS, ("PARKS"), Leonard Glenn Francis, ("Francis"), charged elsewhere, and others did knowingly and intentionally conspire and agree to devise a material scheme and artifice to defraud the U.S. Navy and the citizens of the United States of their rights to PARKS's honest, loyal, and faithful, services, decisions, actions, and performance, through bribery and kickbacks and the concealment of material information; and for the purpose of executing this scheme, defendants and their conspirators transmitted and caused to be transmitted writings, signs, and signals by means of wire communication in interstate and foreign commerce.

OBJECT OF THE CONSPIRACY

9. It was the object of the conspiracy for PARKS to use his position and influence in the U.S. Navy to advance GDMA's interests, as opportunities arose, by, among other things, taking official acts in favor of GDMA; providing Francis and others with internal, proprietary U.S. Navy information; and providing Francis and others with confidential information about GDMA's competitors, and in return, Francis and other GDMA personnel would offer and give things of value to or on behalf of PARKS, such as gifts, transportation, hotel expenses,

1 and airline tickets, thereby depriving the U.S. Navy and the American
2 public of their rights to PARKS's honest services.

3 MANNERS AND MEANS OF THE CONSPIRACY

4 10. In furtherance of this conspiracy, and to accomplish its
5 object, the following manners and means were used, among others:

6 a. PARKS, Francis, Peterson, and others devised a material
7 scheme and artifice to deprive the U.S. Navy and the American public of
8 their rights to PARKS's honest services.

9 b. PARKS would demand, seek, receive, and accept things of
10 value from Francis and others, including gifts, transportation, hotel
11 expenses, and airline tickets.

12 c. Francis and other GDMA personnel would offer and give
13 things of value to or on behalf of PARKS, including gifts,
14 transportation, hotel expenses, and airline tickets.

15 d. In return for these things of value, PARKS would agree
16 to use his position and influence with the U.S. Navy to advance GDMA's
17 interests, as opportunities arose.

18 e. In return for these things of value, PARKS would provide
19 GDMA with internal, proprietary U.S. Navy information as well as
20 confidential information about GDMA's competitors.

21 OVERT ACTS

22 11. In furtherance of the conspiracy and to effect its objects,
23 the following overt acts, among others, were committed:

24 a. On or about June 20, 2006, PARKS emailed a GDMA executive,
25 who forwarded the email to Francis, asking GDMA to reserve a hotel suite
26 for an upcoming vacation for PARKS. In the same email, PARKS wrote: "It
27 feels good living like a KING on an E-6's salary!!!"
28

1 b. On or about January 31, 2007, PARKS requested that GDMA
2 reserve him a hotel suite and a hotel room for his friend, another U.S.
3 Navy enlisted sailor, during a port visit by the USS Blue Ridge to Hong
4 Kong. PARKS sent a follow-up email on February 1, 2007 reminding GDMA
5 of his request, "I feel awkward stressing the issue but I was just
6 checking to see if you had the chance to locate me a nice suite and
7 executive room for Hong Kong." When offered a standard room at a
8 different hotel, PARKS replied, "I'd like something a lot nicer."
9 Ultimately, GDMA paid for a studio suite at the Renaissance Harbor View
10 in Hong Kong and a room for his friend, at a total cost of over \$3,000.

11 c. On or about February 23, 2007, in connection with a USS
12 Blue Ridge port visit, PARKS requested that GDMA reserve him the Ritz
13 Carlton Suite at the Ritz Carlton Hotel in Singapore, a room that would
14 have cost over \$4,000 per night. GDMA instead paid for his room, and
15 the room for one of PARKS's friends, at the Hilton Hotel in Singapore,
16 at a total cost of over \$3,000.

17 d. On or about February 28, 2007, PARKS again requested that
18 GDMA reserve him the Ritz Carlton Suite at the Ritz Carlton Hotel in
19 Kuala Lumpur, Malaysia, in connection with a USS Blue Ridge port visit
20 there. Peterson forwarded the email to another GDMA executive, who
21 replied: "What is he doing for us and can we make any money out of him?"
22 Ultimately, GDMA paid for his room and the room for one of PARKS's
23 friends at his request, at the Trader's Hotel in Kuala Lumpur.

24 e. On or about March 31, 2007, Peterson emailed PARKS and
25 another U.S. Navy official asking about the status of payment for a GDMA
26 invoice. PARKS replied on April 3, 2007, informing Peterson that he
27 would assist GDMA in processing the invoice, noting the U.S. Navy would
28 "take care of this immediately." Peterson forwarded the email to

1 Wisidagama, saying, "Finally he's doing something for us!!... [We] will
2 make good use of him since he's going to be onboard until 2009!!"

3 f. On or about April 4, 2007, Peterson replied to PARKS's
4 pledge to assist, noting, "[Francis] was saying that u got bitten by the
5 Glenn [GDMA] Bug man!!" PARKS answered, "You know Mr. Francis is quite
6 right!!! The Glen Bug has bit the s*** [no alteration in original] out
7 of me!!! ... You know I've got your back like you've got mine."

8 g. On or about June 2, 2007, PARKS emailed Peterson a copy
9 of the internal, proprietary itinerary to the Philippines for the USS
10 Blue Ridge Supply Officer, asking that GDMA provide him off-the-books
11 transportation and a driver while he was in Manila. Peterson forwarded
12 the email to Francis, who replied that GDMA needed sensitive competitor
13 information related to another ship's port visit to Cebu, Philippines.
14 PARKS sent the requested competitor information to Peterson on June 5,
15 2007, who forwarded it to Francis, saying, "Looks like PARKS pulled
16 through for us again... haha".

17 h. On or about June 22, 2007, PARKS emailed GDMA the upcoming
18 internal, proprietary port visit schedule for the USS Paul Hamilton and
19 the USS Stethem.

20 i. On or about January 9, 2008, at Peterson's request, PARKS
21 sent GDMA additional sensitive pricing information, related to water
22 taxi pricing by GDMA's competitor in the Philippines.

23 j. On or about January 15, 2008, at the direction of
24 Peterson, GDMA provided PARKS with hotel rooms at the Renaissance Harbor
25 View in Hong Kong for himself and three friends.

26 k. On or about February 27, 2008, Wisidagama emailed PARKS
27 saying that he was doing research on port visits to Qingdao, China,
28 asking if PARKS could provide internal, proprietary U.S. Navy cost

1 information. PARKS replied, "I will check on this as soon as possible.
2 It may be a tidbit [sic] difficult getting info on another ship. But
3 you know for you I will try."

4 1. On or about March 22, 2008, Wisidagama emailed PARKS
5 asking for new copies of competitor pricing and competitor invoices for
6 Cebu, Philippines. On or about March 24, 2008, Francis emailed Peterson
7 and Wisidagama, asking if PARKS could provide still more information
8 related to competitor pricing in Cebu, Philippines. Francis wrote, "We
9 must investigate [the competitor's] prices now since our last contract!
10 We must finish [the competitor] once and for all." On or about March 30,
11 2008, PARKS provided the competitor's internal, proprietary
12 documentation.

13 m. On or about March 31, 2008, in an email chain in which
14 PARKS attached a competitor's voucher, PARKS wrote, "Brothas, I'll be
15 in Pattaya [Thailand] from 1-4 May and Singapore 7-10 May.....please
16 make sure I have 2 suites in both places."

17 n. On or about April 24, 2008, PARKS again asked for a hotel
18 room in Singapore. In an insistent email, PARKS wrote: "PLEASE hook me
19 up with 2 King/Executive suites at a really nice hotel in Singapore
20 (May 6-10) ... I may be taking orders to [the Fleet Industrial Supply
21 Center] Singapore, so you may see me a lot."

22 o. In or about May 2008, PARKS asked GDMA to purchase a
23 ticket so he could fly back to the United States to visit his sick
24 grandmother. On or about June 2, 2008, PARKS emailed Francis, Peterson,
25 and others, saying, "I'd like to simply thank you all for your guidance
26 in my travels back to the U.S. for my Grandmother's passing under such
27 short notice... Again, I can't thank you enough. Thank you..... Thank you....
28 Thank you!!!!"

1 p. On or about June 3, 2008, PARKS emailed Peterson and
2 Wisidagama, saying, "Brotha's, Can you please follow up on the White
3 Hennessey for me??? Pleeeeease." In approximately autumn 2008, GDMA had
4 a case of White Hennessey delivered to PARKS's house in Japan, at his
5 request.

6 q. In January 2009, PARKS emailed Peterson asking for a
7 "major hook up." "Please put my bid for a 5 star [s]uite (Shangri La)
8 and 2 regular rooms because I have a very special lady meeting me
9 there!!! ... I need the suite to be especially nice. Let me know if you
10 and the Boss need anything!!!."

11 r. On or about March 10, 2010, PARKS emailed Peterson with
12 the subject line "Need a Big Favor," asking for GDMA to reserve him a
13 suite for his upcoming vacation to Singapore with his fiancée.
14 All in violation of Title 18, United States Code, Sections 1349, 1346
15 and 1343.

16 **FORFEITURE ALLEGATIONS**

17 12. The allegations set forth in Count 1 are incorporated by
18 reference for the purpose of alleging forfeiture pursuant to Title 18,
19 United States Code, Section 981(a)(1)(C), and Title 28, United States
20 Code, Section 2461(c).

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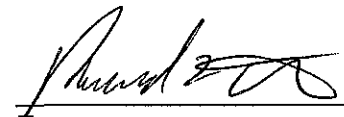
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1 13. Upon conviction of the offense set forth in Count 1 defendant
2 BROOKS ALONZO PARKS shall forfeit to all property, real and personal,
3 which constitutes or is derived from proceeds traceable to Count 1
4 pursuant to Title 18, United States Code, Section 981(a)(1)(C), and
5 Title 28, United States Code, Section 2461(c), including but not limited
6 to a money judgment in an amount not less than the proceeds of the
7 offense set forth in Count 1.


8 DATED: August 16, 2018.


A TRUE BILL:



Foreperson

12 ADAM L. BRAVERMAN
13 United States Attorney

14 By: 
15 MARK W. PLETCHER
16 Assistant U.S. Attorney

17 By: 
18 PATRICK HOVAKIMIAN
19 Assistant U.S. Attorney

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