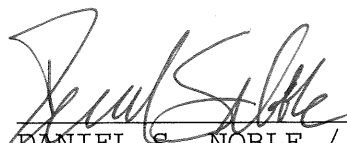



Approved:  / 
DANIEL S. NOBLE / DENNIS R. KIHM
Assistant U.S. Attorney / Trial Attorney,
Fraud Section, Criminal Division

Before: HONORABLE KEVIN NATHANIEL FOX
United States Magistrate Judge
Southern District of New York

- - - - - X
:
UNITED STATES OF AMERICA :
:
- v. - : SEALED COMPLAINT
:
SANG WOO, : Violation of
a/k/a "John Woo," : 18 U.S.C. § 371
:
Defendant. : COUNTY OF OFFENSE:
: NEW YORK
- - - - - X

SOUTHERN DISTRICT OF NEW YORK, ss.:

SEAN THOMAS-MOORE, being duly sworn, deposes and says that he is a Special Agent with the Federal Bureau of Investigation ("FBI") and charges as follows:

COUNT ONE
(Conspiracy to Violate the Foreign Corrupt Practices Act)

1. From in or about September 2013 through in or about May 2015, in the Southern District of New York and elsewhere, SANG WOO, a/k/a "John Woo," the defendant, and others known and unknown, willfully and knowingly did combine, conspire, confederate, and agree together and with each other to commit an offense against the United States, to wit, to violate the Foreign Corrupt Practices Act ("FCPA"), Title 15, United States Code, Section 78dd-2.

2. It was a part and object of the conspiracy that SANG WOO, a/k/a "John Woo," the defendant, and others known and unknown, being a domestic concern, and aiding and abetting a domestic concern, would and did willfully make use of the mails and means and instrumentalities of interstate commerce corruptly in furtherance of an offer, payment, promise to pay, and authorization of the payment of any money, and offer, gift,

promise to give, and authorization of the giving of anything of value to a foreign official, and to a person, while knowing that all and a portion of such money and thing of value would be and had been offered, given, and promised, directly and indirectly, to a foreign official, for purposes of: (i) influencing acts and decisions of such foreign official in that foreign official's official capacity; (ii) inducing such foreign official to do and omit to do acts in violation of the lawful duty of such foreign official; (iii) securing an improper advantage; and (iv) inducing such foreign official to use that foreign official's influence with a foreign government and instrumentalities thereof to affect and influence acts and decisions of such government and instrumentalities, in order to assist WOO and others in obtaining and retaining business for and with, and directing business to, any person.

Overt Acts

3. In furtherance of the conspiracy and to effect the illegal object thereof, the following overt acts, among others, were committed in the Southern District of New York and elsewhere:

a. On or about March 7, 2014, a co-conspirator not named as a defendant herein ("CC-1") placed a telephone call from Manhattan, New York to a third-party intermediary (the "Intermediary"), to discuss the payment of bribes to a foreign official ("Foreign Official-1") of a country in the Middle East ("Country-1") in order to induce Country-1's sovereign wealth fund (the "Fund") to acquire a building in Hanoi, Vietnam, known as "Landmark 72," which was owned by CC-1's client, Keangnam Enterprises Co., Ltd. ("Keangnam").

b. On or about March 7, 2014, CC-1 sent an email to another co-conspirator not named as a defendant herein ("CC-2"), which stated, in substance and in part, that Foreign Official-1 had demanded "bribes" in order to obtain Foreign Official-1's assistance in convincing the Fund to acquire Landmark 72.

c. On or about April 15, 2014, CC-1 and CC-2 caused a wire transfer in the amount of \$410,000 to be sent from Keangnam's bank account in South Korea to a bank account in Manhattan, New York.

d. On or about April 16, 2014, CC-1 and CC-2 caused a wire transfer in the amount of \$90,000 to be sent from

Keangnam's bank account in South Korea to a bank account in Manhattan, New York.

e. On or about April 16, 2014, SANG WOO, a/k/a "John Woo," the defendant, helped CC-1 obtain a \$500,000 loan from a businessman in New York (the "Businessman") in order to pay a bribe to Foreign Official-1, through the Intermediary, to induce the Fund to acquire Landmark 72.

(Title 18, United States Code, Section 371.)

The bases for my knowledge and the foregoing charge are, in part, as follows:

4. I am a Special Agent with the FBI and have been so employed for approximately seven years. I am currently assigned to the International Corruption Squad of the New York Division of the FBI, and have received training in foreign bribery, kleptocracy, money laundering, fraud, and other white collar crimes. I am familiar with the facts and circumstances set forth below from my personal participation in the investigation, including my examination of reports and records, interviews I have conducted, and conversations with other law enforcement officers and other individuals. Because this affidavit is being submitted for the limited purpose of establishing probable cause, it does not include all the facts that I have learned during the course of my investigation. Where the contents of documents and the actions, statements and conversations of others are reported herein, they are reported in substance and in part, unless noted otherwise.

OVERVIEW

5. As set forth in greater detail below, from in or about September 2013 through in or about May 2015, SANG WOO, a/k/a "John Woo," the defendant, participated in a corrupt scheme with CC-1, CC-2, and others to bribe Foreign Official-1 in connection with Keangnam's attempted \$800 million sale of Landmark 72 to the Fund.

6. In or about early 2013, Keangnam, the South Korean construction company that built and owned Landmark 72, was experiencing a liquidity crisis. The debts owed to Keangnam's creditors were maturing and the company needed to raise capital. CC-2, who served as an executive at Keangnam, arranged for his son, CC-1, who was a commercial real estate broker in Manhattan, New York to broker the attempted

refinancing, and later sale, of Landmark 72 on behalf of Keangnam. SANG WOO, a/k/a "John Woo," the defendant, who also was a commercial real estate broker in Manhattan, assisted CC-1 with his efforts to sell Landmark 72 and stood to earn a portion of CC-1's commission if the deal succeeded.

7. Instead of obtaining financing through legitimate channels, CC-1 and CC-2, with the knowledge and assistance of SANG WOO, a/k/a "John Woo," the defendant, agreed and attempted to pay bribes to Foreign Official-1, through the Intermediary in New York, who claimed to have connections to Foreign Official-1. CC-1, CC-2, and WOO intended for these bribes to induce Foreign Official-1 to use his influence to convince the Fund to acquire Landmark 72 from Keangnam for approximately \$800 million.

8. In or about April 2014, CC-1 and CC-2 agreed to pay, through the Intermediary, a \$500,000 upfront bribe to Foreign Official-1 on behalf of Keangnam. CC-1 and CC-2 further agreed to pay a \$2,000,000 bribe to Foreign Official-1 upon the closing of the Landmark 72 transaction. To conceal the criminal nature of the upfront \$500,000 bribe, SANG WOO, a/k/a "John Woo," the defendant, helped CC-1 secure a \$500,000 loan from the Businessman, who was WOO's real estate business partner in New York. At the direction of CC-1 and WOO, the Businessman wrote a check from the bank account of the Businessman's business for \$500,000 to a company controlled by the Intermediary so that the Intermediary, in turn, could pay the \$500,000 bribe to Foreign Official-1.

9. Unbeknownst to SANG WOO, a/k/a "John Woo," the defendant, or his co-conspirators, the Intermediary did not have the claimed relationship with Foreign Official-1 and did not intend to pay the bribe money to Foreign Official-1. Instead, the Intermediary simply stole the \$500,000 upfront bribe money, which the Intermediary spent on lavish personal expenses.

RELEVANT PERSONS AND ENTITIES

10. From my review of immigration records, I have learned that at all times relevant to this Complaint, SANG WOO, a/k/a "John Woo," was a national of South Korea and a legal permanent resident of the United States. As such, WOO was a "domestic concern" as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(1). From my review of employment records for WOO, I have learned that WOO worked as a broker at two commercial real estate brokerage firms ("Firm-1" and "Firm-2") at offices located in Manhattan. Specifically,

WOO worked at Firm-1 between in or about March 2013 and March 2014, and at Firm-2 between in or about March 2014 and May 2015.

11. From my review of immigration records, I have learned that at all times relevant to this Complaint, CC-1 was a national of South Korea and a legal permanent resident of the United States. As such, CC-1 was a "domestic concern" as that term is used in the Foreign Corrupt Practices Act ("FCPA"), Title 15, United States Code, Section 78dd-2(h)(1). From my review of employment records for CC-1, I have learned that CC-1 worked as a broker at Firm-1 between in or about February 2013 and March 2014, and at Firm-2 between in or about March 2014 and May 2015. CC-1 is the son of CC-2.

12. From my review of records maintained in law enforcement databases, I have learned that at all times relevant to this Complaint, CC-2 was a national and resident of South Korea. CC-2 is the father of CC-1. At all times relevant to this Complaint, CC-2 was employed by, and served as a senior advisor to, Keangnam.

13. From my review of records maintained in law enforcement databases, I have learned that at all times relevant to this Complaint, the Intermediary was a United States citizen who resided in Manhattan and Brooklyn, New York.

14. From an interview I conducted of Foreign Official-1, I have learned that at all times relevant to this Complaint, Foreign Official-1 was an officer and employee of the government of Country-1, and a department, agency, and instrumentality thereof, and a person acting in an official capacity for and on behalf of such government, department, agency, and instrumentality. As such, Foreign Official-1 was a "foreign official" as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(2)(A).

15. From my interviews of employees of the Fund, I have learned that the Fund is a sovereign wealth fund controlled by the government of Country-1. At all times relevant to this Complaint, the Fund was an "instrumentality" of a foreign government as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2.

BACKGROUND ON LANDMARK 72

16. From my interviews of witnesses and my review of various materials gathered in this investigation, including

documents provided by Firm-1 and Firm-2 and emails obtained from email accounts used by SANG WOO, a/k/a "John Woo," the defendant, CC-1, and the Intermediary, I have learned the following, in substance and in part:

a. In or about 2012, Keangnam completed the construction of Landmark 72 in Hanoi, Vietnam. Landmark 72 comprised a 72-story commercial office building and two 48-story residential buildings. The construction of Landmark 72 cost more than \$1 billion, which Keangnam financed, in part, through loans issued by South Korean banks. At all times relevant to this Complaint, Keangnam owned Landmark 72.

b. In or about early 2013, Keangnam was experiencing liquidity problems. Faced with maturing debts owed to its creditors, including those incurred in the construction of Landmark 72, Keangnam sought to refinance or sell Landmark 72 to an investor for approximately \$800 million.

c. In or about February 2013, CC-2 arranged for Keangnam to retain his son, CC-1, to broker a refinancing of Landmark 72 on behalf of Keangnam. At the time, CC-1 and SANG WOO, a/k/a "John Woo," the defendant, worked together as real estate brokers at Firm-1 in Manhattan. If CC-1 successfully brokered the refinancing or sale of Landmark 72, he stood to earn a multi-million-dollar commission for himself and Firm-1.

17. From my review of emails and text messages of CC-1 and the Intermediary, I have learned that in or about March 2013, CC-1 was introduced to the Intermediary through a mutual acquaintance in Manhattan. CC-1 and the Intermediary began discussing potential business opportunities, including Landmark 72. In emails and text messages sent to CC-1, the Intermediary claimed he could assist CC-1 with the refinancing or sale of Landmark 72 through the Intermediary's personal connections, which the Intermediary represented as including members of the royal family of Country-1. In exchange for assisting CC-1 secure an investor for Landmark 72, CC-1 promised to pay the Intermediary a "cut" of the multi-million-dollar commission that CC-1 expected to earn from Keangnam upon the refinancing or sale of Landmark 72.

18. From my review of emails of CC-1 and SANG WOO, a/k/a "John Woo," the defendant, I have learned that in or about September 2013, CC-1 enlisted the assistance of WOO, who was working at Firm-1 with CC-1, in CC-1's efforts to secure an investor for Landmark 72.

The FCPA Bribery Scheme

19. From my review of emails and text messages of CC-1 and the Intermediary, I have learned the following:

a. On or about February 17, 2014, CC-1 and the Intermediary exchanged text messages concerning the Landmark 72 deal. In the text messages, the Intermediary claimed that he was working with a new contact at the Fund, namely Foreign Official-1. In the text messages, the Intermediary told CC-1 that Foreign Official-1 was in a position to influence the Fund's decision to acquire Landmark 72, but that Foreign Official-1 would require an "upfront payment" made to him personally in order to do so. The text messages stated, in part:

The Intermediary: I've been working with my new . . . contact [in Country-1] for the past few days . . . and between us . . . these guys are all alike . . . at least [the Intermediary's former purported contact in Country-1] was a little more subtle with his 'pay-for-play' approach . . . the new guy that's been assigned to the 'calendar' has pretty much spelled it out . . . that these slots have a price

CC-1: Hi [name of the Intermediary]. Thanks for the feedback. Please tell him there is a \$13,000,000 fee we can collect if this deal closes with [the Fund] and we are happy to share the fee with him as long as he gets us in front of the [Head of State of Country-1] and help us get his approval.

The Intermediary: I've been pushing this angle . . . trying not to get too frustrated with this new guy as he truly is holding all of the cards . . . I'm possibly splitting an appointment 'gift' (is what they call it) with another client . . .

to get the ball rolling on their project

CC-1: Ok Whatever works we will accommodate. If some sort of upfront payment is needed to secure a meeting with the [Head of State of Country-1] and his approval please ask him and let me know and I will ask my client how much we can spend on your new contact.

b. On or about February 25, 2014, the Intermediary and CC-1 exchanged text messages about payments for Foreign Official-1. The Intermediary told CC-1 that the code word for the payments to Foreign Official-1 was "roses." CC-1 assured the Intermediary that Keangnam would "accommodate" the payments in order to close the Landmark 72 deal.

20. From my review of the employment records of SANG WOO, a/k/a "John Woo," the defendant, and CC-1, I have learned that in or about March 2014, WOO and CC-1 stopped working at Firm-1 and started working at Firm-2 in Manhattan. In connection with their employment at Firm-2, on or about March 6, 2014 and March 10, 2014, CC-1 and WOO, respectively, signed Firm-2's "FCPA Prevention of Bribery Policy," which, among other things, "prohibits any of its Supervised Persons from making any corrupt payment to improperly obtain or retain business anywhere in the world."

21. From my review of emails of CC-1 and the Intermediary, I have learned the following:

a. On or about March 7, 2014, the Intermediary forwarded to CC-1 an email purportedly from Foreign Official-1, which stated that Foreign Official-1 would require an upfront payment of \$250,000 and a payment of \$750,000 after the Landmark 72 deal was approved by the Fund. Later that day, CC-1 forwarded the purported email from Foreign Official-1 to his father, CC-2. Above the forwarded email, CC-1 wrote that Foreign Official-1 could assist Keangnam with the Landmark 72 deal, but that Keangnam would have to pay "bribes" to obtain

such assistance.¹

b. On or about March 17, 2014, CC-1 forwarded an email purportedly sent by Foreign Official-1 to CC-2. The forwarded email proposed that the Fund acquire Landmark 72 for \$700 million. The purported email from Foreign Official-1 further stated: "Once [the] requested roses are received I will push this deal for approval." Above the forwarded email, CC-1 wrote that in order for the deal with the Fund to proceed, a "down payment" from Keangnam was required. CC-1 told CC-2 that Keangnam either had to pay the bribes to Foreign Official-1 "or forget about the whole thing."

c. On or about April 1, 2014, CC-1 sent an email to the Intermediary, which stated that CC-1 "had a very long conversation with Keangnam regarding Landmark 72" the night before and that Keangnam's creditors were "not happy" with the \$700 million offer from the Fund. CC-1 told the Intermediary that if the Fund increased the purchase price to \$800 million, Keangnam would be willing to increase the upfront bribe payment to Foreign Official-1 from \$250,000 to \$500,000 and pay \$2,000,000 to Foreign Official-1 after the deal closed.

d. On or about April 3, 2014, CC-1 sent an email to the Intermediary stating that CC-1 had received "approval" from Keangnam for the proposed \$800 million offer for Landmark 72 and the "\$500,000 upfront" and "\$2,000,000 after closing" bribe payments for Foreign Official-1. CC-1 explained to the Intermediary that the funds used to pay the bribe to Foreign Official-1 would, however, have to be disguised as a legitimate payment from Keangnam.

22. From my review of CC-1's emails and documents provided by Firm-2, I have learned that around the time that CC-1 and CC-2 were negotiating the bribe payments for Foreign Official-1, CC-1 caused Keangnam and Firm-2 to enter into a written agreement (the "Brokerage Agreement"), pursuant to which Firm-2 agreed to broker the sale of Landmark 72 in exchange for a percentage of the sale price. Pursuant to the Brokerage Agreement, Keangnam agreed to pay an advance "deposit" of

¹ Certain of the emails exchanged between and among SANG WOO, a/k/a "John Woo," the defendant, CC-1, CC-2, and other Keangnam employees, are in the Korean language. To the extent such emails are quoted or paraphrased in this Complaint, the quotations and paraphrases are preliminary English translations of the original Korean.

\$500,000 to Firm-2, which was to be held in escrow and credited against Firm-2's future commission upon the sale of Landmark 72.

23. From my review of emails of SANG WOO, a/k/a "John Woo," the defendant, and CC-1, documents and other information provided by Firm-2, and bank records, I have learned the following:

a. On or about April 15, 2014, and April 16, 2014, CC-1 and CC-2 caused Keangnam to send two wire transfers in the amounts of \$410,000 and \$90,000, respectively, from Keangnam's bank account in South Korea to Firm-2's bank account in Manhattan.

b. On or about April 15, 2014, CC-1 sent an email to WOO with the subject line: "FW: Wire Confirmation Follow up - [name of CC-1]." The body of the email stated: "Confirmation for \$410,000. To be followed by \$90,000. John, set up a meeting with [the Businessman]. Thanks." Attached to the email was a wire confirmation showing that Keangnam had transferred \$410,000 to Firm-2's bank account.

c. On or about April 16, 2014, at WOO and CC-1's direction the Businessman wrote a check from the Businessman's bank account for \$500,000 to "Muse Creative Consulting, LLC," a company controlled by the Intermediary. CC-1 caused the check to be delivered to the Intermediary. The check was subsequently deposited into the Intermediary's bank account in Manhattan and cleared through a bank in Virginia.

d. On or about April 16, 2014, a coworker of Woo and CC-1 sent an email to WOO in which the coworker asked, "How were the roses?" Later the same day, WOO responded to the coworker and CC-1, "All wrapped and it is on the way. It was a good day today."

24. From my review of emails of SANG WOO, a/k/a "John Woo," the defendant, and CC-1, I have learned that between in or about May 2014 through in or about May 2015, CC-1 sent WOO emails to keep WOO apprised of the purported status of the Landmark 72 deal with the Fund. Some of these emails referenced the upfront \$500,000 bribe payment that WOO had helped CC-1 arrange for Foreign Official-1. For example, on or about May 7, 2014, CC-1 forwarded an email to WOO that CC-1 had purportedly received from Foreign Official-1 concerning the status of the Fund's acquisition of Landmark 72. The forwarded email from Foreign Official-1 stated, in part:

Rest assured, these are just formalities as high level decision has been already made in large part due to the generosity your client has offered to us as well as the strength of the deal. . . . In return for the kind gesture, we are very confident that we will have a signed contract no later than June 30th.

25. From my review of emails of CC-1 and SANG WOO, a/k/a "John Woo," the defendant, and documents and information provided by Firm-2, I have learned that in or about September 2014, WOO, CC-1, and others arranged for Keangnam to enter into a side agreement with Galaxy Realty Capital, Inc. ("Galaxy"), which emails show is a company controlled by WOO (the "Galaxy Brokerage Agreement"). Pursuant to the Galaxy Brokerage Agreement, Keangnam agreed to pay Galaxy a commission of 1.1125% of the sale price of Landmark 72. Around the same time of the Galaxy Brokerage Agreement, CC-1, with WOO's knowledge, arranged for Firm-2 to enter into an Addendum to the Brokerage Agreement between Firm-2 and Keangnam, which reduced Firm-2's commission from 2.0% to 0.7% of the Landmark 72 sale price.

26. From my review of emails of CC-1 and SANG WOO, a/k/a "John Woo," the defendant, and documents and information provided by Firm-2, I have learned that on or about December 11, 2014, WOO sent an email to CC-1 with the subject "Vietnam Fee," which I believe to be a reference to the anticipated commission for the Landmark 72 deal. Attached to the email was a one-page document entitled "Fee" containing a chart that appears to be a breakdown of the percentages and gross payments to be made to various individuals upon the closing of the Landmark 72 deal. Specifically, the chart shows that of the approximately \$8.9 million commission that was to be paid to Galaxy pursuant to the Galaxy Brokerage Fee Agreement, the following approximate amounts would be paid to the following individuals: (a) \$3.27 million to CC-1; (b) \$1.09 million to WOO; (c) \$1.54 million to the Intermediary; (d) \$2.0 million to Foreign Official-1; and (e) \$1.0 million to the Businessman. Based upon this email, I believe that WOO and CC-1 intended to use the Galaxy commission to, among other things, pay the "after-closing" bribe to Foreign Official-1 and to repay the \$500,000 loan to the Businessman.

27. From interviews that I conducted of Foreign Official-1 and employees of the Fund, I have learned that the Fund never intended to acquire Landmark 72 and that Foreign

Official-1 never agreed to accept any bribes or facilitate the Fund's acquisition of Landmark 72. Indeed, Foreign Official-1 stated that he never met or communicated with the Intermediary, CC-1, CC-2, or anyone else at Keangnam, and was not familiar with Landmark 72. Furthermore, from my review of the Intermediary's emails and bank records for the Intermediary's company, Muse Creative Consulting, LLC, I have learned that the Intermediary spent the intended \$500,000 bribe money on lavish personal expenses, including rent for a luxury penthouse apartment in Williamsburg, Brooklyn.

28. From my review of CC-1's emails and publicly available records, I have learned that in or about early 2015, after Keangnam failed to sell Landmark 72 and was unable to repay its creditors, Keangnam was forced to enter court receivership in South Korea.

CONCLUSION

WHEREFORE, deponent prays that an arrest warrant be issued for SANG WOO, a/k/a "John Woo," the defendant, and that he be imprisoned or bailed, as the case may be.

SEAN THOMAS-MOORE
Special Agent
Federal Bureau of Investigation

Sworn to before me this
10th day of January, 2017

HONORABLE KEVIN NATHANIEL FOX
UNITED STATES MAGISTRATE JUDGE
SOUTHERN DISTRICT OF NEW YORK