Deborah S. Thoren-Peden | Partner
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Practices

- Corporate & Securities
- Emerging Growth & Technology
- Finance
- Technology Transactions & Licensing
- Litigation - Corporate Investigations & White Collar Defense
- Financial Services Regulation
- Privacy & Data Protection

Industries

- Consumer & Retail
- Restaurant, Food & Beverage

Ms. Thoren-Peden is the co-leader of the firm's Consumer & Retail industry team as well as co-leader of the firm's Privacy Group. Her practice focuses on banking, electronic commerce, privacy, anti-money laundering and the Office of Foreign Assets Control regulations. She represents and advises bank and non-bank financial institutions (both domestic and international), money transmitters, high-technology, Internet, telecommunications, insurance and a variety of other types of companies. Her primary area of practice also includes the Bank Secrecy Act, investment products, electronic funds transfers, gift and prepaid cards, escheat of unclaimed property, web site terms and conditions, privacy programs and policies, co-branding and licensing agreements, advertising, bank operations, bank deposit products and services, Fair Credit Reporting Act, fair lending, interstate banking, risk management, compliance, contract review and outsourcing arrangements.

Ms. Thoren-Peden participates on the NACHA Council for Electronic Billing and Payment, and the ATMIA Debit Council, and has participated on other various NACHA working groups (including the Internet working group and Cross Border working group), and is a member of the National Retail Association, the Direct Marketing Association, the California Retailers Association.

Described below are some of Ms. Thoren-Peden's areas of practice.

Electronic Payments, Electronic Banking, Gift Cards and Prepaid Cards

Ms. Thoren-Peden is one of the leading attorneys in the country in the field of electronic payments, Internet banking, gift and prepaid cards. She works with businesses, financial institutions, money services businesses, retailers and others to help them expand their capabilities to include funds transfers, electronic payments, Internet sites, debit cards, gift cards and prepaid cards. Her area of practice includes the Electronic Fund Transfer Act, state money transmitter licensure laws, NACHA Rules, state and federal laws and regulations related to money services businesses, gift cards, prepaid cards, etc. She has conducted numerous seminars on money services businesses, Internet banking, gift cards and prepaid cards. She has also written several articles regarding prepaid cards and Internet banking.

Anti-Money Laundering and Regulatory Practice

Ms. Thoren-Peden has worked in the anti-money laundering area for over 20 years. She advises numerous financial institutions, money services businesses, corporations and others on the legal requirements imposed under the Bank Secrecy Act, the PATRIOT Act, the Anti-Money Laundering Act and related acts and regulations. She understands the risks of money laundering and helps her clients prepare, implement and maintain appropriate anti-money laundering programs. She advises clients on policies, procedures, customer identification programs, know your customer standards, high risk activities, risk management and controls. She has worked extensively with FinCEN and other federal and state regulatory agencies on various anti-money laundering and Bank Secrecy Act matters. She helped defend one of the banks charged in the Operation Casablanca matter, as well as money services businesses. She assists banks and non-bank financial institutions in their compliance efforts, and regulatory responses and negotiations.

Privacy

Ms. Thoren-Peden advises a spectrum of industries on the laws and regulations related to privacy, data mining, and the ability to use such information for marketing purposes and share it with others. She has prepared numerous privacy policies and procedures for a wide variety of companies, both domestic and international. She was the Chief Privacy Officer of PayMyBills.com and served on the Privacy Task force of the American Bankers Association.

E-Commerce and Internet

Ms. Thoren-Peden provides advice to companies that want to offer products and services over the Internet. She counsels clients on web site disclosures, privacy programs and policies, security statements, contractual arrangements and advertising. She provides advice related to payment mechanisms and the various laws and regulations applicable to electronic commerce. She served as Assistant General Counsel to CarsDirect.com, General Counsel of its financial subsidiary, CD1Financial.com and General Counsel of PayMyBills.com.

OFAC

Ms. Thoren-Peden is very experienced in assisting financial institutions and others in their compliance with the Office of Foreign Assets Control ("OFAC") regulations that prohibit businesses, individuals and others from doing business with or providing services to entities or individuals who are the target of economic sanctions imposed by the United States Government. These laws and regulations apply to all corporations and businesses in the United States (and, under certain circumstances, to their international affiliates and subsidiaries) and to all U.S. citizens and individuals in the U.S.

Unclaimed Property and Escheat

Ms. Thoren-Peden is one of the few attorneys in the U.S. who has extensive experience in the unclaimed property laws. She works with numerous businesses and financial institutions to help them comply with the various state laws that require that abandoned funds and property be escheated to the states in a timely fashion.

Speaking Engagements, Seminars and Articles

- Regulatory Expectations as a Result of Recent Enforcement Actions, Mid-Atlantic Anti-Money Laundering Conference (06/08)
- Security Breach Response, A Five Step Approach, Teleconference (05/08)
- Compliance Update: Prepaid and Gift Cards, FACTA & Data Security, The Legal Council (05/08)
- Lessons from Recent Enforcement Actions BSA/AML 2008 Update, California Bankers Association (03/08)
- Ensuring Legal, Regulatory and AML/BSA Compliance, Prepaid Card Expo (03/08)
- International Prepaid Case Study, Prepaid Card Expo (03/08)
- Compliance & Legislative Update: Prepaid and Gift Cards, FACTA, PCI, & Data Security, ATMIA Conference (02/08)
- Bill Payment: The Regulatory Morass Thickens and the Risks Grow (02/08)
- Whats New in BSA/AML and OFAC? WesPay Teleseminar (11/07)
- Legal Regulatory Issues Triggered by Prepaid Cards, Money Transmitter Regulatory Association (10/07)
- What's New in BSA/AML and OFAC? Regulatory Compliance Conference (10/07)
- Privacy & Data Security Breaches, Cal Law General Counsel Roundtable (9/07)
- Western Payments Alliance: Regulatory Issues Update for Electronic Payment Industry (4/07)
- "Data Security: Are you Gambling With Your Security?" (9/06)

- "2006 ABA/Money Laundering Enforcement Conference OFAC in (2006): New Exam Procedures/Enforcement Guidelines: What Does it Mean For You?"
- ABA Regulatory Compliance Conference: OFAC Examinations (10/06)

Ms. Thoren-Peden has authored numerous articles for the *ABA Bank Compliance* magazine and other publications, and is a frequent speaker at ABA, CBA, NACHA, WesPay and other conferences. In 1996 she received CBA's Compliance Professional Award in recognition of her dedication to excellence, leadership and advancement of the compliance profession and service to the banking industry. In 2001 she received the Robert D. Frandzel Award from CBA for Outstanding and Noteworthy Legal Assistance by Outside Counsel to the California Banking Industry. She has been chosen as a "Recommended Lawyer" in the *Global Counsel 3000* since 2003. The *Los Angeles Magazine* named Ms. Thoren-Peden a "Southern California Super Lawyer" for 2004. As head of Pillsbury's multidisciplinary Data Privacy practice, Ms. Thoren-Peden was ranked as one of America's Leading Lawyers according to the 2008 Chambers USA.

Education

J.D., University of Southern California Gould School of Law, 1982

B.A., University of Michigan, 1978

Admissions

State of California

Affiliations

Bank Operations Counsel Association, the NACHA Council for Electronic Billing and Payment, American Bankers Association's ("ABA") Money Laundering Task Force, ATMIA Debit Council

Past member and Co-Chair: ABA's Compliance Executive Committee
Past member and Chair: California Bankers Association's ("CBA") Regulatory Compliance Committee, California State Bar's Consumer Financial Services Committee

Past West Coast Chair: ABA's Bank Secrecy Act Staff Commentary
Taught at the ABA's National Graduate School of Compliance Management, Western Banking School, NACHA's Payment Symposium

Past member: ABA's Privacy Task Force, California State Bar's Financial Institutions Committee, ABA's Retail Investment Committee, CBA's State Government Relations Committee

Firm Publications

Lawsuits Against Retailers Attack Collection of Zip Code at Point of Sale, 28-May-2008

New California Gift Card Amendment Requires Cash Back on Request for Balances Under $10, 20-Dec-2007

Update on Anti-Spam Legislation, 26-Jan-2004

Balancing Alliances/Partnerships & Privacy Issues, 01-Oct-2000

The Perils of Privacy, 01-Dec-1999

External Publications

Preparing for Prepaid Product Problems, *ABA Bank Compliance*, 01-Nov-2004

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI

UNITED STATES OF AMERICA, Plaintiff, v. SIGUE CORPORATION; and SIGUE, LLC, Defendants,	)	No. 4:08 CR00054 RWS DEFERRED PROSECUTION AGREEMENT

Defendants SIGUE CORPORATION, a corporation organized under the laws of Delaware, and SIGUE LLC, a limited liability company organized under the laws of Nevada (hereinafter cumulatively referred to as "SIGUE"), by and through their attorneys, Pillsbury Winthrop Shaw Pittman LLP, pursuant to authority granted by their Board of Directors, and the United States Department of Justice, Criminal Division (hereinafter, "the United States" or "Department of Justice"), enter into this Deferred Prosecution Agreement (the "Agreement").

1. SIGUE shall waive indictment and agree to the filing of a ONE (1) count Information in the United States District Court for the Eastern District of Missouri, charging it with failing to maintain an effective anti-money laundering program from November 2003 through March 2005, in violation of Title 31, United States Code, Sections 5318(h)(1) and 5322(a).

2. SIGUE accepts and acknowledges responsibility for its conduct as set forth in the Factual Statement attached hereto and incorporated by reference herein as Appendix A (hereinafter, "Factual Statement").

3. SIGUE expressly agrees that it shall not, through its attorneys, Board of Directors, officers or authorized spokespersons, make any public statement contradicting any statement of fact contained in the Factual Statement. Any such contradictory public statement by SIGUE, its attorneys, Board of Directors, officers or authorized spokespersons, shall constitute a breach of this Agreement as governed by Paragraph 12

of this Agreement, and SIGUE would thereafter be subject to prosecution pursuant to the terms of this Agreement. The decision of whether any statement by any such person contradicting a fact contained in the Factual Statement will be imputed to SIGUE for the purpose of determining whether SIGUE has breached this Agreement shall be in the sole and reasonable discretion of the United States. Upon the United States' notification to SIGUE of a public statement by any such person that in whole or in part contradicts a statement of fact contained in the Factual Statement, SIGUE may avoid breach of this Agreement by publicly repudiating such statement within 48 hours after notification by the United States. This paragraph is not intended to apply to any statement made by any individual in the course of any criminal, regulatory, or civil case initiated by a governmental or private party against such individual. In addition, consistent with SIGUE's obligation not to contradict any statement of fact set forth in the Factual Statement, SIGUE may take good faith positions in litigation involving any private party.

4. SIGUE agrees that it, in accordance with applicable laws: (a) shall provide to the United States, promptly upon request, any relevant document, electronic data, or other object concerning matters relating to this investigation in their possession, custody and/or control. Whenever such data is in electronic format SIGUE shall provide access to such data and assistance in operating computer and other equipment as necessary to retrieve the data. However, this obligation shall not include production of materials covered by the attorney-client privilege or the work product doctrine; and (b) shall in all material aspects completely, fully and timely comply with all legal obligations, record keeping and reporting requirements imposed upon it by the Bank Secrecy Act, 31 U.S.C. § 5311 through 5330, all Bank Secrecy Act implementing regulations, and the requirements of this Agreement.

5. The United States has determined that it could institute a criminal or civil forfeiture action against certain funds transferred by and through SIGUE. SIGUE further acknowledges that in excess of $15,000,000.00 may have been involved in transactions in violation of Title 18, United States Code, Sections 1956 and 1957, and therefore at least some or all funds transferred could be forfeitable to the United States pursuant to Title 18, United States Code, Sections 981 and 982. In lieu of the United States instituting a civil or criminal forfeiture action against at least certain of those funds, SIGUE hereby

expressly agrees to settle and does settle any and all civil and criminal forfeiture claims presently held by the United States against those funds for the sum of $15,000,000.00. SIGUE agrees that the funds paid by SIGUE pursuant to this Agreement are directly forfeitable to the United States for purposes of administrative forfeiture and/or shall be considered substitute *res* for purposes of judicial forfeiture, under Title 18, United States Code, Section 981, and/or Title 19, United States Code, Section 1609. SIGUE hereby releases any and all claims it may have to such funds.

6. In consideration of SIGUE's remedial actions to date, and its willingness to: (i) acknowledge responsibility for its conduct as detailed in the Factual Statement; (ii) continue its full cooperation with the United States; (iii) demonstrate its future good conduct and full compliance with the Bank Secrecy Act and all of its implementing regulations, including, but not limited to, the remedial actions described in Paragraph 9 below; and (iv) settle any and all civil and criminal forfeiture claims currently held by the United States, its agencies, and representatives against the funds referred to in Paragraph 5 above for the sum of $15,000,000.00, the full amount to be paid in three equal installments prior to termination of this Agreement, the United States shall recommend to the Court, pursuant to Title 18, United States Code, Section 3161(h)(2), that prosecution of SIGUE on the Information filed pursuant to Paragraph 1 be deferred until December 31, 2008. SIGUE shall consent to a motion, the contents to be agreed upon by the parties, to be filed by the United States with the Court promptly upon execution of this Agreement, pursuant to Title 18, United States Code, Section 3161(h)(2), in which the United States will present this Agreement to the Court and move for a continuance of all further criminal proceedings, including trial, until December 31, 2008, for speedy trial exclusion of all time covered by such a continuance, and for approval by the Court of this deferred prosecution. SIGUE further agrees to waive and does hereby expressly waive any and all rights to a speedy trial pursuant to the Sixth Amendment of the United States Constitution, Title 18, United States Code, Section 3161, Federal Rule of Criminal Procedure 48(b), and any applicable Local Rules of the United States District Court for the Eastern District of Missouri for the period that this Agreement is in effect.

7. SIGUE hereby agrees that any violations of the federal money laundering laws and/or the Bank Secrecy Act pursuant to Title 18, United States Code, Sections

1956 and 1957 and Title 31, United States Code, Sections 5318 and 5322 that were not time-barred by the applicable statute of limitations as of the date of this Agreement, either by statute or any previously executed Tolling Agreement, the terms of which are hereby incorporated into this Agreement, may, in the sole reasonable discretion of the United States, be charged against SIGUE within six (6) months of any material breach of this Agreement, or any event which renders this Agreement null and void, notwithstanding the expiration of any applicable statute of limitations.

8. The United States agrees that if SIGUE is in full compliance with all of its obligations under this Agreement, the United States, within thirty (30) days of the expiration of the time period set forth in Paragraph 6 above, shall seek dismissal with prejudice of the Information filed against SIGUE pursuant to Paragraph 1 and this Agreement shall expire and be of no further force or effect. If the United States determines that SIGUE is not in substantial compliance with the terms of this Agreement, then, the United States may, in its sole discretion, extend the term and other provisions of this Agreement, beyond December 31, 2008, for a period necessary to allow SIGUE to come into substantial compliance with this Agreement.

9. In order to maintain an effective compliance program that is in accord with the Bank Secrecy Act ("BSA") and its implementing regulations, and is reasonably designed, implemented, and enforced to prevent, detect and report money laundering activities, as required by the Bank Secrecy Act, the federal money laundering laws, and this Deferred Prosecution Agreement, SIGUE has agreed to implement and maintain an enhanced anti-money laundering ("AML") and BSA compliance program, including the remedial measures described in Paragraph 30 of the Factual Statement. From January 1, 2008, through December 31, 2008, SIGUE estimates that it will expend $9,700,000 in the development and implementation of its BSA/AML compliance program.

10. SIGUE and the United States understand that the Agreement to defer prosecution of SIGUE must be approved by the Court, in accordance with Title 18, United States Code, Section 3161(h)(2). Should the Court decline to approve a deferred prosecution for any reason, the United States and SIGUE are released from any obligation imposed upon them by this Agreement and this Agreement shall be null and void.

11. Except in the event of a breach of this Agreement, the parties agree that all criminal investigations arising from: (a) the facts contained in, connected to, or involving the transactions described in the Factual Statement; (b) other transactions that were the subject of grand jury subpoenas in the course of this investigation, as well as SIGUE's efforts to comply with grand jury subpoenas issued in the course of the investigation; and (c) SIGUE's BSA/AML compliance program and related reporting and recordkeeping obligations, that have been, or could have been, conducted by the United States prior to the date of this Agreement, shall not be pursued further as to SIGUE, or any of its parents, affiliates, successors, or related companies (not including any Authorized Delegates, which remain subject to prosecution for the transactions described in the Factual Statement), and that the United States will not bring any additional charges against SIGUE or any of their parents, affiliates, successors, or related companies (not including any Authorized Delegates), relating to these matters.

12. Should the United States determine that SIGUE has committed a willful and material breach of any provision of this Agreement, the United States shall provide written notice to SIGUE of the alleged breach and provide SIGUE with a two-week period, or longer at the reasonable discretion of the Assistant Attorney General in charge of the Criminal Division, in which to make a presentation to the Assistant Attorney General to demonstrate that no breach has occurred or, to the extent applicable, that the breach is not willful or material or has been cured. The parties hereto expressly understand and agree that should SIGUE fail to make a presentation to the Assistant Attorney General within such time period, it shall be presumed that SIGUE is in willful and material breach of this Agreement. The parties further understand and agree that the Assistant Attorney General's exercise of reasonable discretion under this paragraph is not subject to review in any court or tribunal outside of the Department of Justice. In the event of a breach of this Agreement which results in a prosecution, such prosecution may be premised upon any information provided by or on behalf of SIGUE to the United States at any time, unless otherwise agreed when the information was provided.

13. SIGUE agrees that, if SIGUE's business operations are sold, whether by sale of stock, merger, consolidation, sale of a significant portion of its assets, or other form of business combination, or otherwise undergoes a direct or indirect change of

control within the term of this Agreement, SIGUE shall include in any contract for sale or merger a provision binding the purchaser/successor to the obligations of this Agreement.

14. It is further understood that this Agreement is binding on SIGUE and the United States Department of Justice, but specifically does not bind any other federal agencies, or any state or local authorities, although the United States will bring the cooperation of SIGUE and its compliance with its other obligations under this Agreement to the attention of state or local prosecuting offices or regulatory agencies, if requested by SIGUE or its attorneys.

15. It is further understood that this Agreement does not relate to or cover any criminal conduct by SIGUE other than the conduct or transactions described in this Agreement.

16. SIGUE and the United States agree that, upon acceptance by the Court, this Agreement and an Order deferring prosecution shall be publicly filed in the United States District Court for the Eastern District of Missouri.

17. This Agreement sets forth all the terms of the Deferred Prosecution Agreement between SIGUE and the United States. No promises, agreements, or conditions shall be entered into and/or are binding upon SIGUE or the United States unless expressly set forth in writing, signed by the United States, SIGUE's attorneys, and a duly authorized representative of SIGUE. This Agreement supersedes any prior promises, agreements or conditions between SIGUE and the United States.

Acknowledgments

I, Robert Pargac, the duly authorized representatives of SIGUE CORPORATION and SIGUE LLC, hereby expressly acknowledge the following: (1) that I have read this entire Agreement; (2) that I have had an opportunity to discuss this Agreement fully and freely with SIGUE CORPORATION's and SIGUE LLC's outside attorneys; (3) that SIGUE CORPORATION and SIGUE LLC fully and completely understand each and every one of its terms; (4) that SIGUE CORPORATION and SIGUE LLC are fully satisfied with the advise and representation provided to them by their attorneys; and (5) that SIGUE CORPORATION and SIGUE LLC have signed this Agreement voluntarily.

23 January 2008
DATE

Sigue Corporation and Sigue LLC

Robert Pargac
General Counsel

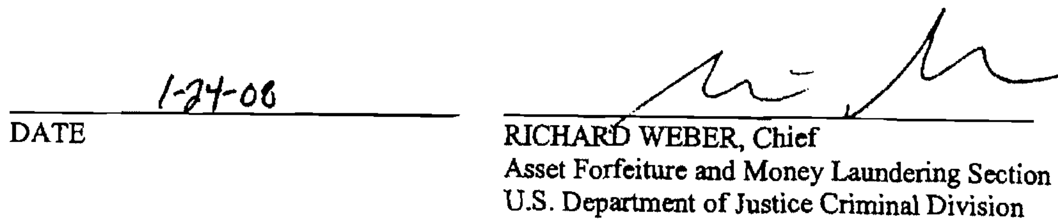
Counsel for Sigue Corporation and Sigue LLC

The undersigned are outside counsel for SIGUE CORPORATION and SIGUE LLC. In connection with such representation, we acknowledge that: (1) we have discussed this Agreement with our clients; (2) that we have fully explained each one of its terms to our clients; (3) that we have fully answered each and every question put to us by our clients regarding the Agreement; and (4) we believe our clients completely understand all of the Agreement's terms.

1-23-08
DATE

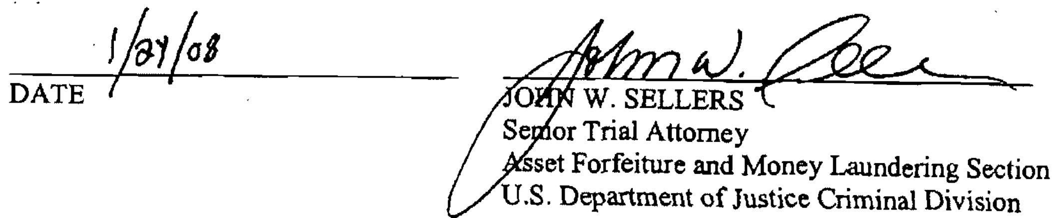
AARON S. DYER
DEBORAH THØREN-PEDEN
Pillsbury Winthrop Shaw Pittman LLP
Attorneys for Sigue Corporation and Sigue, LLC

On Behalf of the Government



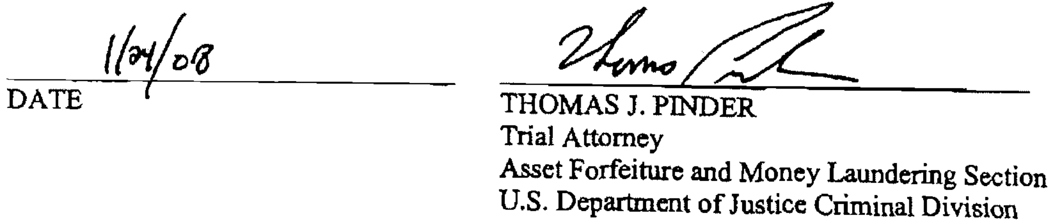
1-24-08
DATE

RICHARD WEBER, Chief
Asset Forfeiture and Money Laundering Section
U.S. Department of Justice Criminal Division



1/24/08
DATE

JOHN W. SELLERS
Senior Trial Attorney
Asset Forfeiture and Money Laundering Section
U.S. Department of Justice Criminal Division



1/24/08
DATE

THOMAS J. PINDER
Trial Attorney
Asset Forfeiture and Money Laundering Section
U.S. Department of Justice Criminal Division

FACTUAL STATEMENT

1. Sigue Corporation, organized under the laws of Delaware, and its affiliated operating company, Sigue, LLC, organized under the laws of Nevada, are licensed money service businesses headquartered in San Fernando, California (hereinafter jointly referred to as "Sigue"). Sigue's primary business activity is the transmission of funds from the United States to Mexico and Latin America. Sigue operates by and through a network of more than 7,500 "authorized delegates" throughout the United States. Authorized delegates are typically small "mom and pop" type businesses that have been contracted to offer Sigue's money transmission services. The authorized delegates and Sigue each earn a small fee for the transactions conducted through the authorized delegates. At the Federal level, Sigue is regulated by the Financial Crimes Enforcement Network ("FinCEN") and the Internal Revenue Service.

2. The U.S. Department of Justice, Criminal Division, Asset Forfeiture and Money Laundering Section ("AFMLS"), the U.S. Drug Enforcement Administration ("DEA") and the Internal Revenue Service ("IRS"), have determined that from November 2003 through March 2005, Sigue violated provisions of the Bank Secrecy Act which require financial institutions to maintain anti-money laundering compliance programs. The violations at Sigue were serious and systemic, and allowed tens of millions of dollars of suspicious financial transactions to be conducted through Sigue, including transactions involving funds represented by undercover U.S. law enforcement agents to be drug proceeds.

OPERATION HIGH WIRE

3. From November 24, 2003 through March 30, 2005, Sigue authorized delegates knowingly accepted and transmitted more than $500,000 of money represented by undercover U.S. law enforcement officers to be proceeds of drug trafficking. The money used in the undercover operations was received by and wired through fifty-nine (59) separate Sigue authorized delegates in twenty-two (22) states.

4. During each operation, undercover agents posed as drug traffickers and approached Sigue authorized delegates in the United States and asked for assistance in sending money to one of seven undercover Mexican law enforcement officers located in Mexico City, Mexico. The undercover agents clearly stated to the authorized delegates that the currency they

wanted to send through the delegates was proceeds of drug trafficking and was being sent as payment to the "source of supply." The undercover agents informed the authorized delegates that they did not want law enforcement to learn of the transactions, and that they preferred not to provide any form of identification or address information. When Sigue authorized delegates requested some form of identification from the undercover agents, the agents produced multiple forms of identification cards, all in different names and bearing obviously different likenesses. The following is a summary of one of the operations, which closely mirrors each of the successful operations:

> On January 10, 2005, a DEA Special Agent, acting in an undercover capacity using an assumed identity, entered the targeted Sigue authorized delegate's store and approached a male clerk behind the counter. The Special Agent asked the clerk how much money he could send to the Federal District in Mexico without showing identification. The clerk responded that he thought the Special Agent could send $700 without identification, but he was not sure. The clerk suggested that the Special Agent use the phone to call Sigue corporate headquarters. The Special Agent told the clerk that he did not want the police or government to find out about the transaction because he had made the money selling marijuana. The clerk told the Special Agent not to worry about it. The Special Agent asked if he could give any name when he conducted the transaction. The clerk told him that it only mattered that the person receiving the money knew which name the Special Agent used when he sent the money so that the receiver could pick up the money. The Special Agent asked if the store would tell the government; the clerk again told the Special Agent not to worry about it. The Special Agent conducted the transaction for $900 and then asked the clerk if he could send $10,000 by dividing it into smaller amounts. The clerk told the Special Agent that he could do so at that location, but that he might need to show identification at other locations. The Special Agent asked the clerk if he could send multiple transfers of under $1,000 in one day. The clerk suggested that if the Special Agent used different names, he could send all the money in one day. The Special Agent told the clerk that he might be back, and the Special Agent left the store.
>
> Two days later, the Special Agent returned to the store and told the same clerk that he wanted to send $11,000. The Special Agent asked the clerk if he should do it by sending various transfers of $950 using different names. The clerk agreed and stated that he didn't believe the other clerk in the store would mind. The Special Agent began conducting the transactions for $950 each. After the second transaction, the clerk expressed concern that if the Special Agent was going to keep sending money from one location to the same person in Mexico that the transactions would be questioned. The clerk said he did not want to get in trouble for what he thought might be money laundering. He suggested that the Special Agent send the money to different people using different names.

> The Special Agent conducted another transaction for $950. The clerk told the Special Agent that so long as the Sigue corporate operator was allowing the Special Agent to conduct the transactions, the Special Agent could continue to send money. The Special Agent again expressed concern that the clerk might contact the police, but the clerk assured him that he would not. The Special Agent mentioned again that he was in the marijuana business and that he did not want the government to find out. The clerk agreed. The Special Agent conducted five more transactions, sending $950 each to different receivers in Mexico using different sender names. The clerk signed off on all the transactions and faxed the receipts to Sigue corporate headquarters. During the last transaction, the clerk informed the Special Agent that it would have to be the last transaction because further transactions would cause problems. After that transaction, the Special Agent left the store.

5. In total, undercover agents conducted 84 successful transactions at 59 different locations (24 Sigue authorized delegates properly refused to conduct such transactions). At 47 locations, the undercover agents, with the assistance of the authorized delegates, structured the cash transactions by splitting large cash amounts over $10,000 into several smaller amounts to avoid triggering currency transaction reporting thresholds at the Sigue corporate level. In some instances, the undercover agents asked Sigue operators how much money could be sent without providing identification and the undercover agents stated that they did not have certain identifying information such as an address or telephone number. Each of the undercover transactions were recorded and/or videotaped by surveillance.

6. None of the authorized delegates reported the transactions to law enforcement, as required by the Bank Secrecy Act. At the corporate level, Sigue identified and reported the structured transactions that the agents conducted, but failed to detect and report the broader money laundering scheme and take action to prevent the activity from recurring.

Money Laundering Violations By Sigue And Its Authorized Delegates

7. The 59 Sigue authorized delegates who knowingly accepted and transmitted the money represented by the undercover law enforcement agents to be drug proceeds could be held individually liable for violations of the money laundering laws of the United States. Title 18, United States Code, Section 1956(a)(3) provides severe penalties (up to 20 years incarceration and a $500,000 fine, or twice the value of the property involved in the transaction, whichever is greater) for whoever, conducts or attempts to conduct a financial transaction involving property

represented to be the proceeds of specified unlawful activity (which includes proceeds of drug trafficking), with the intent to (i) promote the carrying on of a specified unlawful activity; (ii) to conceal or disguise the nature, location, source, ownership, or control of property believed to be the proceeds of specified unlawful activity; or (iii) to avoid a transaction reporting requirement under State or Federal law.

8. In addition to the authorized delegates, the government maintains that Sigue could also be held criminally liable for the illegal acts of their authorized delegates. A corporation is deemed to act through its officers, employees and agents, and their conduct will be imputed to the corporation so long as the officers, employees and agents were acting within the scope of their authority and their conduct is beneficial to the corporation. A corporation can be criminally liable for the conduct of any employee regardless of the employee's status or position within the corporation; even the lowest ranking employee may bind the corporation by his acts if they are committed within the scope of employment. Although a corporation is a legal entity and cannot be incarcerated, a financial institution convicted of money laundering violations would incur severe financial penalties and could ultimately lose its licenses to function as a financial institution.

ANTI-MONEY LAUNDERING COMPLIANCE REQUIREMENTS FOR MSBs

9. Congress enacted the Bank Secrecy Act ("BSA"), 31 U.S.C. § 5311 et seq., and its implementing regulations to address an increase in criminal money laundering activities utilizing financial institutions. Among other provisions, the BSA requires financial institutions to maintain programs designed to detect and report suspicious activity that might be indicative of money laundering, terrorist financing and other financial crimes, and to maintain certain records and file reports related thereto that are especially useful in criminal, tax or regulatory investigations or proceedings. Fundamental laws establishing anti-money laundering obligations of financial institutions in the United States include the BSA; the Money Laundering Control Act of 1986 (codified in relevant part at 18 U.S.C. §§ 1956 and 1957); and the USA PATRIOT Act of 2001, which significantly amended both laws and extended an anti-money laundering program requirement beyond federally insured deposit institutions to all types of financial institutions.

10. Pursuant to Title 31, United States Code, Section 5318(h)(1) and 12 C.F.R. § 563.177(c), financial institutions are required to establish and maintain an anti-money laundering ("AML") compliance program that, at a minimum: (a) provides internal policies, procedures, and controls designed to guard against money laundering; (b) provides for an individual or individuals to coordinate and monitor day-to-day compliance with the BSA and AML requirements; (c) provides for an ongoing employee training program; and (d) provides for independent testing for compliance.

11. Pursuant to 31 C.F.R. § 103.125(a), money service businesses (MSBs) are required to develop, implement, and maintain an effective anti-money laundering program reasonably designed to prevent the business from being used to facilitate money laundering. The program must be commensurate with the risks posed by the location, size, nature, and volume of the financial services provided by the MSB. Additionally, the program must incorporate policies, procedures, and controls reasonably designed to assure compliance with the BSA and implementing regulations. With respect to MSBs that utilize foreign agents or counter parties, the anti-money laundering program must include risk-based policies, procedures, and controls designed to identify and minimize money laundering risks associated with foreign agents and counter parties that facilitate the flow of funds into and out of the United States. The program must be aimed at preventing the products and services of the business from being used to facilitate money laundering through these relationships and detecting the use of these products and services for money laundering or terrorist financing by the business or its agents.

12. The BSA specifically requires financial institutions to file with the Department of Treasury and, in some cases, appropriate Federal law enforcement agencies, a Suspicious Activity Report ("SAR"), in accordance with the form's instructions, when the type of activity described above is detected. See, 31 U.S.C. § 5318(g), 31 C.F.R. § 103.20. According to the form's instructions, Sigue was required to file a SAR with FinCEN, reporting any transaction conducted or attempted by, at, or through the money transmitter, if it involved or aggregated at least $2,000 in funds, and Sigue knew, suspected, or had reason to suspect that:

(i) The transaction involved funds derived from illegal activities or was intended or conducted in order to hide or disguise funds or assets derived from

illegal activities (including, without limitation, the ownership, nature, source, location, or control of such funds or assets) as part of a plan to violate or evade any federal law or regulation or to avoid any transaction reporting requirement under federal law or regulation.

(ii) The transaction was designed to evade any requirements promulgated under the Bank Secrecy Act.

(iii) The transaction has no business or apparent lawful purpose, and the money service business knows of no reasonable explanation for the transaction after examining the available facts, including the background and possible purpose of the transaction.

AML / BSA Compliance Violations by Sigue and its Authorized Delegates

13. Sigue filed SAR's on the obviously structured undercover transactions, an indication that its AML systems are functional in at least one key aspect. At the same time, it failed to adequately investigate the structuring activity further and consequently failed to identify, report and prevent the broader pattern of money laundering and to file supplemental SARs. Sigue took no action to block such transactions from continuing to occur (the undercover operation lasted more than 1 year).

14. The investigation into this matter has determined that the primary cause of Sigue's failure to identify, report and prevent the money laundering activity is that, during the time period of November 2003 through March 2005, Sigue's AML program contained serious and systemic deficiencies in critical areas, including:

(i) Inadequate supervision and control of authorized delegates;

(ii) Failure to effectively monitor and investigate high-risk transactions;

(iii) Failure to establish an effective risk-based AML program;

(iv) Failure to exercise sufficient enhanced due diligence for high-risk transactions and customers;[1]

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[1] For purposes of this Agreement and Factual Statement, the term "customer" includes any individual who conducts one or more transactions through the MSB as a sender or beneficiary, notwithstanding the lack of an ongoing relationship between the person and the MSB.

(v) Failure to have an effective, on-going training program for authorized delegates;

(vi) Failure to take appropriate action on customers and transactions deemed suspicious; and

(vii) Failure to establish an effective independent review process to test the effectiveness of the AML program.

Some of the key AML and BSA deficiencies of law enforcement concerns were as follows:

Inadequate Supervision and Control of Authorized Delegates

15. Sigue assigns each authorized delegate a risk level, either low, medium, or high, depending on their operating location. High-risk areas generally corresponded with each of the areas designated by law enforcement as High Intensity Financial Crimes Areas (HIFCAs). Based on this classification system, Sigue theoretically would subject the transactions from the high-risk authorized delegates to an enhanced level of scrutiny to determine whether they are suspicious, and would file SARs as appropriate. This investigation found no evidence that Sigue implemented an effective risk-based supervision program for high-risk agents during the time period under review.

16. Sigue conducted only limited independent testing of authorized delegates and was consequently unable to identify widespread and systemic deficiencies in its monitoring and training programs. Between February 24, 2004 and February 26, 2004, Sigue contracted with a private firm to conduct compliance checks, but only at nine separate Sigue authorized delegate locations in California. Even with these, the contract investigator identified himself to the authorized delegate as an investigator acting on behalf of Sigue and asked each individual authorized delegate the same seven questions, as follows:

a. What information are you supposed to collect from a customer who sends a $4,000 wire?

b. What would you do if a customer comes in four times a day and sends $2,500 each time?

c. What would you do if a customer comes in with someone else and you see them splitting up the money so that each of them sends a wire to the same beneficiary?

d. What would you do if a customer who you thought had a low income sends about $5,000?

e. What do you think the risks are if you, the agent, were aware that a customer had money from drug sales and that the same customer was sending the money through you at the agent location?

f. Do you think you have enough training in anti-money laundering?

g. What would you do if a customer placed several wires on the same day under $3,000?

17. Not surprisingly, the authorized delegates who were tested in this manner answered almost all of the questions correctly. Consistently, during the undercover operations, Sigue authorized delegates demonstrated a keen knowledge, not only of Sigue's policies and procedures, but also the money laundering laws of both the United States and Mexico. Yet, law enforcement conducted an historical analysis of the transactions accomplished at those authorized delegate locations and identified widespread and pervasive violations of Sigue's policies and procedures, particularly structuring activities that continued for months, sometimes years. In most of those cases, Sigue filed SARs on the transactions to report the structuring activity, but did not subject those transactions, customers, or authorized delegates to a sufficiently enhanced level of review.

18. Late in 2003, Sigue also began requiring authorized delegates to sign a document, dated November 19, 2003, entitled "Anti-Money Laundering Program," acknowledging receipt of the "Anti-Money Laundering Guide for Money Transmittal Agents of Sigue Corporation." The letter explained that it is was the responsibility of the authorized delegate to appropriately

train each of its employees involved with the money transmittal business on Anti-Money Laundering laws and compliance efforts. This form was printed in both English and Spanish on the same document. In practice, the undercover agents routinely found copies of the money laundering guidelines, but in an unused condition, frequently still in the original packaging and unopened. Although Sigue had a training program for its authorized delegates, many of the authorized delegates or their employees subsequently interviewed said that they had received no training or materials on anti-money laundering.

Transaction Monitoring Deficiencies

19. At the corporate level, Sigue began implementing in 2001 and 2002 a proprietary automated transaction monitoring program that screened financial transactions for numerous categories of suspicious activities based on pre-identified "red flags." The monitoring system dramatically improved the company's ability to identify suspicious transactions and to file SARs with FinCEN.[2] The ultimate failure of the company was less in the design of the monitoring system, but more on the company's failure to adequately investigate flagged transactions further and its failure to take further action against the suspicious activities identified (such as notifying law enforcement directly or banning individuals from sending or receiving money from Sigue).

20. The company's reporting on suspicious transactions that it failed to adequately investigate is evidenced by its filing of SARs on almost all of the undercover transactions to report the obvious structuring, while failing to identify and report the broader money laundering activity. To determine whether the company's failure to identify and report the undercover money laundering activity was an isolated example or whether it was the result of systemic weaknesses within the corporation, investigators analyzed more than $6.07 billion of transactions to determine whether similar cash structuring was prevalent. The result was the identification of more than $47 million of structured transactions (including the undercover sting transactions) that Sigue identified and reported in SARs, but failed to take action to prevent from recurring.

21. To identify the most serious structuring examples, investigators sorted the transactions to select only those cases where one person sent or received more than $50,000 in a

[2] In 2001, Sigue filed only 52 SARs, but in 2002 it filed 1,072, and in 2003 it filed 1,663.

12-month time period through more than one transaction. Sigue claims that more than 90 percent of its transactions are from customers who send approximately $300 twice a month to friends and family members in Mexico ($7,200 annually). Accordingly, investigators reasoned that any person sending or receiving more than $50,000 during a 12-month period would fall outside of the norms associated with Sigue's unique customer base and would be relatively easy for Sigue to detect, identify, report and prevent.

22. The result was the identification of 238 case examples of serious structuring schemes, cumulatively valued at $25.4 million. The least significant of these examples is an individual who transferred, in a 12-month period, $50,640 through 46 transactions, each transaction averaging $1,100. One of the most blatant examples is an individual who transferred, in a 12-month period, $324,091 to 15 different individuals in Mexico, through 370 transactions, each averaging $875, using only two authorized delegate locations. Another individual transferred $224,232 in 80 separate transactions on a 10-month period, with each transaction just under Sigue's reporting threshold of $3,000. Within these case examples, there were occasional instances of structuring, which Sigue adequately reported, but Sigue failed to identify and report the broader money laundering schemes undertaken by these individuals.

Failure to Establish a Risk-Based AML Program

23. Sigue's primary business activity and operating location presents a high-risk of money laundering. Yet no financial institution of substantial size can possibly monitor every single transaction and customer, particularly, in Sigue's case, where the transactions and customers originate from authorized delegates who are far removed from Sigue's corporate operations. To remedy this, MSBs should conduct a formal and detailed risk assessment of each of its products, transactions, services, geographic locations, etc., and then concentrate their AML and BSA resources to specifically monitor and control those areas identified as the highest risk.

24. Sigue conducted a limited risk assessment of its operations and products, but it failed to implement an effective AML program designed to subject its highest risk areas to enhanced monitoring, supervision and control at three critical risk areas: the authorized delegates, the transactions, and the customers.

25. At the authorized delegate level, Sigue identified some authorized delegates as "high risk," yet very little was done to subject those high-risk delegates to any more monitoring, supervision or training than those authorized delegates classified as "low risk." Sigue failed to establish expected transaction parameters and limits for each authorized delegate, and failed to implement a program to subject high-risk delegates to enhanced monitoring for suspicious activity.

26. At the transaction level, Sigue implemented an automated monitoring system that was somewhat effective in identifying "red flags" of suspicious activity. This proprietary monitoring system was most effective in identifying instances of currency structuring. Yet Sigue's process did not include sufficient substantive review of the underlying activity. Sigue conducted some review of transactions associated with the same sender, but no review of transactions for the benefit of a single beneficiary. This failure was exacerbated by Sigue's failure to sufficiently review transactions from related senders or beneficiaries. Consequently, Sigue failed to identify and prohibit the transactions, authorized delegates, and "customers" involved in the undercover operation, which used dozens of different people spread across 22 different states to send structured drug money to a group of seven individuals in Mexico City. Had Sigue implemented a more robust investigative procedure, Sigue could have detected the undercover activity and taken action to report and prevent it.

27. At the customer level, Sigue failed to establish an effective risk-based Know Your Customer (KYC) program. Of course, as an MSB, Sigue operates substantially differently from traditional financial institutions, such as banks. Sigue does not require customers to open "accounts;" there is no application required to use Sigue services; and Sigue does not collect source of wealth information, verify employment, etc. Yet, to avoid potential violations of the money laundering laws of the United States, and the misuse of MSBs by money launderers, Sigue needs to implement enhanced due diligence procedures to collect appropriate information, at least from its highest risk customers and operating locations, so that it may reasonably identify, prevent, and report money laundering activities, as required by the BSA.

28. The traditional Sigue customer sends less than $400 to Mexico several times a month. For these customers, there is very little KYC information that Sigue is required to

collect, under the BSA or the money laundering laws. Yet Sigue, as with all financial institutions, is required to have a SAR program. It is virtually impossible to have an effective SAR program unless the institution also has a KYC program. For MSBs the extent of the KYC information collected should necessarily, and as a practical matter, be risk-based. Sigue should be expected to have very little KYC information for a customer who uses its services to send $400 twice a month to Mexico. However, Sigue and other MSBs should have enhanced due diligence procedures that require them to obtain additional information on customers who do a higher volume of recurrent transactions in significant sums, such as a customer who sends or receives more than $25,000 during any 12 month period. Since these latter customers comprise a small percentage of Sigue's overall customer base (less than 3 percent), Sigue's KYC burden is not overwhelming or unreasonable for these customers. The BSA is intended in almost all respects to help financial institutions comply with the money laundering laws. In order to avoid misuse by money launderers, MSBs may need to implement enhanced AML policies and procedures to fully comply with the money laundering laws and the BSA.

SIGUE'S REMEDIAL ACTIONS AND COOPERATION

29. Even before learning of this investigation, Sigue had devoted considerable resources to correct and improve the identified BSA and AML deficiencies, agreed to terminate the licenses of the culpable authorized delegates, and implemented procedures to identify, report, and ultimately, block a broader range of suspicious transactions and customers, including the types of transactions identified during the law enforcement operation. As part of that effort, Sigue has:

- made significant investments in developing and implementing its current compliance program and internal controls;
- retained a knowledgeable and experienced staff, with extensive experience in the MSB industry, to oversee its compliance program;
- increased the total number of compliance personnel on staff to ensure adequate personnel are designated for executing the tactical objectives of the compliance program;

- purchased, developed and implemented advanced anti-money laundering systems and software to detect the misuse of Sigue's financial services;
- instituted an authorized delegate risk management department which is responsible for evaluating authorized delegates prior to contract approval;
- implemented policies requiring all authorized delegates to have undergone Bank Secrecy Act training, and developed authorized delegate-specific Bank Secrecy Act/Anti-Money Laundering Compliance Programs required for each prior to activation;
- deployed a significant team of compliance field personnel responsible for auditing authorized delegates' compliance with their Bank Secrecy Act/Anti-Money Laundering Compliance Programs and recommending disciplinary action, up to and including termination, for non-compliant authorized delegate;
- implemented a comprehensive, enterprise-wide employee training program in which all employees receive Bank Secrecy Act/Anti-Money Laundering training at least twice annually;
- rctained a competent risk management consulting firm to perform an annual, independent review of the integrity and effectiveness of Sigue's compliance program and related internal controls.

SIGUE'S CONTINUING REMEDIAL EFFORTS

30. Sigue has cooperated and continues to cooperate with law enforcement and its regulators. Through organizational and program changes, Sigue has shown a commitment to compliance improvements and a dedication to effectively complying with its BSA and AML responsibilities. As part of its continuing efforts to implement an enhanced BSA and AML compliance program, Sigue has committed to the following remedial measures as part of the Deferred Prosecution Agreement:

A. Integrity of Compliance Program and Board Oversight

Sigue will continue to employ a specific individual within its high-level personnel as the Global Compliance Officer who is assigned overall responsibility for the BSA/AML compliance programs. The Global Compliance Officer will be qualified in AML compliance programs, will be delegated day-to-day operational responsibility for compliance, and will report directly to the Audit and Finance Committee of Sigue's Board of Directors. The Global Compliance Officer will be given adequate resources, authority, and direct access to the Board of Directors, and will report on an annual basis to the Board of Directors regarding the integrity and effectiveness of the compliance program.

B. Authorized Delegate Due Diligence

The Authorized Delegate approval process will be assigned to a department which engages in risk management and is independent from the sales and marketing function. Credit and criminal background checks will be run on all owners of Authorized Delegate applicants who own or control at least ten percent (10%) of the Authorized Delegate. Authorized Delegates will also be subject to periodic credit and criminal checks, under appropriate circumstances.

C. Monitoring

Sigue will implement and maintain a transaction monitoring system for the purpose of performing risk-based trend analysis related to sender, beneficiary, originating Authorized Delegate, and paying location transactional activity. The monitoring system will be effected in part through an enhanced identification requirement for senders whose transactions aggregate to $2,000 or more in one day. Sigue will obtain sender's full name and address when sending any transfer (if the sender does not have an address, "none" or a code will be inserted in the appropriate fields) and will conduct an enhanced due diligence review of senders and beneficiaries, and all related persons, transmitting or receiving aggregate amounts more than $25,000 during any 12-month period. Sigue will obtain beneficiary identification information for beneficiaries who receive remittances through Sigue's Mexico-based Authorized Delegates in amounts of $950 or more in a single day and aggregate amounts greater than $2,950 over a rolling five (5) day period.

D. Blocking

Sigue will implement a transaction interdiction system for the purpose of enhancing the functionality of blocking remitters and beneficiaries of money transmittals, as appropriate, including the implementation of enhanced due diligence review procedures to determine whether senders and beneficiaries should be blocked from conducting further transactions where Sigue has filed two or more Suspicious Activity Reports ("SARs") on the senders and/or beneficiaries, or related senders and/or beneficiaries, during any twelve-month period.

E. OFAC

Sigue will implement an OFAC interdiction system that provides for real-time screening of remitters and beneficiaries of money transmittals. Sigue will also periodically screen employees and Authorized Delegates against the OFAC lists.

F. Authorized Delegate Training and BSA/AML Compliance Program Reviews

Sigue will provide BSA/AML training to all new Authorized Delegates before they are activated, and thereafter risk-based BSA/AML training. Sigue will also implement a risk-based Authorized Delegate compliance review program, using dedicated compliance resources.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

FILED
JAN 2 8 2008
U. S. DISTRICT COURT
E. DIST. OF MO.
ST. LOUIS

UNITED STATES OF AMERICA,)
Plaintiff,)
v.) 4:08CR00054RWS
SIGUE CORPORATION and
SIGUE, L.L.C.,)
Defendants.)

INFORMATION

THE UNITED STATES OF AMERICA, ACTING THROUGH ITS ATTORNEYS, CHARGES:

GENERAL ALLEGATIONS

At all times material to this Information:

1. Defendants SIGUE CORPORATION, a corporation organized under the laws of Delaware, and SIGUE L.C.C., a limited liability company organized under the laws of Nevada (herinafter collectively referred to as SIGUE) are money service businesses based in San Fernando, California.

2. Defendants SIGUE are subject to oversight and regulation by the Department of the Treasury, Financial Crimes Enforcement Network (FinCEN).

3. The Bank Secrecy Act ("BSA"), 31 U.S.C. § 5331 et seq., and its implementing regulations, which Congress enacted to address an increase in criminal money laundering activities utilizing financial institutions, requires financial institutions to maintain programs designed to detect and report suspicious activity that might be indicative of money laundering

and other financial crimes, and to maintain certain records and file reports related thereto that are especially useful in criminal, tax or regulatory investigations or proceedings.

4. Pursuant to Title 31, United States Code, Section 5318(h)(1) and 12 C.F.R. § 563.177(c), Defendants SIGUE were required to establish and maintain an effective anti-money laundering (AML) compliance program that, at a minimum:

(a) provided internal policies, procedures, and controls designed to guard against money laundering;

(b) provided for an individual or individuals to coordinate and monitor day-to-day compliance with the BSA and AML requirements;

(c) provided for an ongoing employee training program; and

(d) provided for independent testing for compliance conducted by bank personnel or an outside party.

COUNT I

From in or about November 2003, and continuing until on or about March 2005, the exact dates being unknown to the United States, in St. Louis County, Missouri, within the Eastern District of Missouri, and elsewhere,

SIGUE CORPORATION and
SIGUE L.L.C.,

the defendants herein, did willfully fail to maintain an effective anti-money laundering program, including, at a minimum, (a) the development of internal policies, procedures, and controls designed to guard against money laundering; (b) the designation of a compliance officer to coordinate and monitor day-to-day compliance with the Bank Secrecy Act and anti-money laundering requirements; (c) an ongoing employee training program; and (d) independent testing for compliance conducted by bank personnel or an outside party.

All in violation of Title 31, United States Code, Sections 5318(a)(2), 5318(h)(1), and 5322(a).

UNITED STATES OF AMERICA

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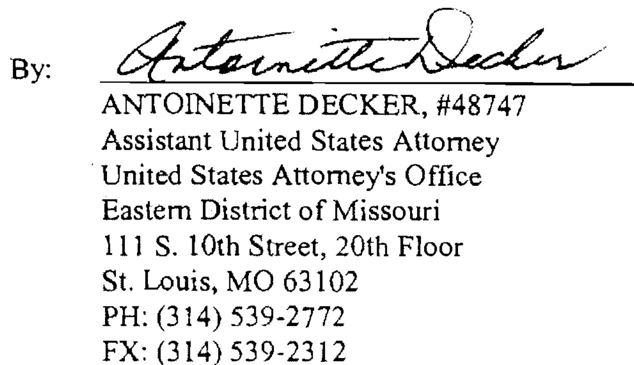

By: ______________________
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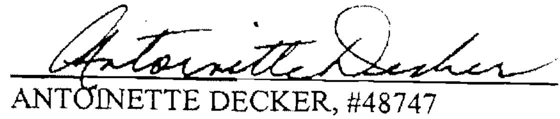
UNITED STATES OF AMERICA)
EASTERN DIVISION)
EASTERN DISTRICT OF MISSOURI)

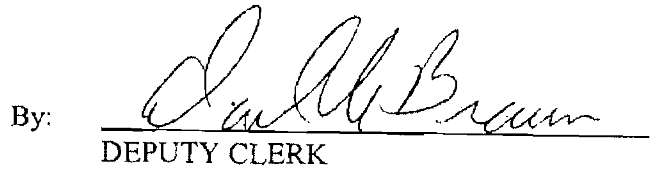
I, Antoinette Decker, Assistant United States Attorney for the Eastern District of Missouri, being duly sworn, do say that the foregoing information is true as I verily believe.



ANTOINETTE DECKER, #48747

Subscribed and sworn to before me this 28th day of January, 2008.

CLERK, U.S. DISTRICT COURT

By: 

DEPUTY CLERK