

and Georgia. IAG was licensed by the South Carolina Department of Social Services (“SC-DSS”) as a child placing agency, which allowed it to advertise services related to the placement of children with prospective adoptive parents. Between 2008 and 2011, IAG had a gross income of more than \$3 million from its services provided.

3. Defendant JAMES HARDING was a U.S. citizen. From in or about September 2008, defendant HARDING was the International Program Director and Coordinator for IAG. Defendant HARDING assisted with securing licenses and accreditations, and paying taxes. Defendant HARDING otherwise managed many of the day-to-day operations of IAG and could authorize transactions on IAG’s bank accounts. Defendant HARDING further directly supervised and communicated with IAG employees running IAG’s operations in Ethiopia and communicated with prospective adoptive parents (“IAG clients”).

4. Defendant MARY MOONEY, a U.S. citizen, was the Executive Director of IAG. Until in or about September 2008, defendant MOONEY’s responsibilities at IAG included: managing, directing, and supervising IAG’s adoption programs worldwide, including IAG’s adoption program in Ethiopia; securing licenses and accreditation to operate IAG; paying taxes; and otherwise overseeing operations, including direct supervision of and communication with IAG employees running IAG’s operations in Ethiopia and communicating with IAG clients. From in or about September 2008, defendant MOONEY handled licensing and accreditation for IAG along with HARDING, though others at IAG were involved in IAG-facilitated adoptions on a day-to-day basis.

5. Defendant ALISA BIVENS was a U.S. citizen and the Foreign Program Director for IAG from August 2006 until in or about October 2009. Defendant BIVENS supervised the operations of IAG in Ethiopia and worked directly with IAG clients in the United States to

provide informational and logistical support for adoptions in Ethiopia. Until in or about September 2008, defendant BIVENS was supervised by defendant MOONEY; after in or about September 2008, defendant BIVENS was also supervised by defendant HARDING.

6. Defendant HAILE AYALNEH MEKONNEN, a foreign national, was the head of IAG's local office in Ethiopia beginning in or about 2006. Defendant MEKONNEN's responsibilities at IAG included identifying children for intercountry adoption, meeting with IAG clients in Ethiopia to provide logistical and informational services relating to the adoption of Ethiopian children, and managing the Ethiopian court processes. He also supervised and managed IAG's relationship with child care centers and orphanages in Ethiopia. Defendant MEKONNEN regularly communicated with IAG clients and other IAG employees in the United States. Defendant MEKONNEN's work required him to travel to the United States.

Other Relevant Persons and Entities

7. "Employee A," whose identity is known to the Grand Jury, was an adoption coordinator for IAG who resided in Montana. Employee A's responsibilities at IAG included communicating with IAG clients, assembling their adoption dossiers, managing the documents relating to each IAG client's adoption, and managing the process by which children were referred to IAG clients. Employee A worked on adoptions from Ethiopia.

8. "Employee B," whose identity is known to the Grand Jury, was the bookkeeper for IAG.

9. "Orphanage 1" was an orphanage located in Ethiopia that signed fraudulent contracts of adoption for IAG clients.

10. "Orphanage 2" was an orphanage located in Ethiopia that signed fraudulent contracts of adoption for IAG clients.

11. “Orphanage 3” was an orphanage located in Ethiopia that was operated by “Orphanage Operator 1.”

12. “Foreign Official 1,” whose identity is known to the Grand Jury, was an audiologist and teacher at “Government School 1,” a government-operated and funded school in Addis Ababa, Ethiopia.

Overview of the Process of Intercountry Adoption

13. In order to adopt a child from a foreign country, prospective parents in the United States were required to satisfy the immigration laws of the United States and the local adoption laws of the adopted child’s native country. Virtually all of these families relied upon professionals known as adoption service providers to help them in complying with the laws of the United States and the law of their adopted child’s native country.

A. South Carolina Law

14. Under South Carolina law, a person or entity—other than an attorney or law firm—who offered to arrange or secure adoptions in exchange for compensation was defined as a “child placing agency.” South Carolina Adoption Act, S.C. Code Ann. § 63-9-30(5). South Carolina prohibited any child placing agency from advertising that they would place or accept children for adoption without a license from the South Carolina Department of Social Services (“SC-DSS”). S.C. Code Ann. § 63-9-70(A). SC-DSS required that all licensed child placing agencies operating in South Carolina maintain an office within the state, or within a twenty-five mile radius of the state, and be incorporated and lawfully doing business within South Carolina.

B. Federal Law

15. The United States has enacted laws and regulations intended to insure that intercountry adoptions are conducted in a manner that protects children and to prevent adoptions from being conducted in bad faith.

16. The United States was a party to the Hague Convention on Protection of Children and Co-operation in Respect of Intercountry Adoption (“Hague Adoption Convention”). Approximately ninety countries were party to that treaty (“Hague Countries”). The Intercountry Adoption Act of 2000 (“IAA”), 42 U.S.C. §14901, implemented the Hague Adoption Convention in the United States. Pursuant to that statute, Congress gave responsibility for insuring that the United States complied with the mandates of the Hague Adoption Convention to the U.S. Department of State and gave the Secretary of State authority to issue regulations as necessary to implement the convention. The Department of State required that an accredited adoption service provider be licensed in at least one state.

17. Under the immigration laws of the United States, a qualified U.S. citizen (“petitioner”) was permitted to seek lawful immigrant status for an adopted foreign-born child by applying for and obtaining an immigrant visa from the Department of State. A validly issued immigrant visa was required for the adopted foreign-born child lawfully to come to, enter into, and reside in the United States.

18. To begin the intercountry adoption process, a petitioner filed a Form I-600A (“Application for Advance Processing of Orphan Petition”) with the office of U.S. Citizenship and Immigration Service (“USCIS”) of the Department of Homeland Security having jurisdiction over his or her residence in the United States. In conjunction with this form, the petitioner was required to submit, among other things, evidence of U.S. citizenship, fingerprints, proof of

compliance with pre-adoption requirements of the state of the child's proposed residence, if any, and a favorably recommended home study.

19. When USCIS approved an I-600A petition, enabling the prospective adoptive parent(s) to proceed with an intercountry adoption, USCIS would send a Form 171-H, "Notice of Favorable Determination Concerning Application for Advance Processing of Orphan Petition," to the petitioner. The Form 171-H contained the official government seal of the Department of Homeland Security and informed the petitioner that the U.S. government had "determined that you are able to furnish proper care to an orphan(s) as defined in Section 101(B)(1)(F) of the Immigration and Nationality Act."

20. After approval of the I-600A and the issuance of the Form 171-H, petitioner would then proceed with the adoption of the foreign-born child under the laws of the foreign country. Once the child was adopted successfully under the laws of the foreign country, the petitioner would file a Form I-600 ("Petition to Classify Orphan as an Immediate Relative") with the Department of State often at the appropriate U.S. Embassy or consulate abroad. Along with the I-600, the petitioner was required to: (a) submit proof of the child's age and identity, (b) demonstrate to Department of State officials that the child was an "orphan" as defined by U.S. immigration laws and regulations, and (c) submit documents demonstrating that the child had been lawfully adopted under the foreign country's laws.

21. Once an I-600 petition was approved by Department of State officials, the child was designated an "immediate relative" of a U.S. citizen and, consequently, the child was eligible for an immigrant visa.

22. Once an immigrant visa was issued for the foreign-born adopted child, the petitioner and the child would present the child's immigrant visa to officers of U.S. Customs and Border Protection at the port of entry to secure admittance of the child into the United States.

23. Either automatically upon crossing the border or upon petition for naturalization after entering the United States, the adopted child would become a U.S. citizen. An immigrant visa was essential for the child to become a U.S. citizen.

C. Laws and Procedures in Ethiopia

24. Ethiopia also incorporated a number of important safeguards into its laws regarding intercountry adoptions. These laws were intended both to protect the country's children who were being adopted by overseas families, and to safeguard against potential abuses in intercountry adoptions.

25. The Ethiopian Ministry of Women, Children and Youth Affairs ("MOWCYA" or "MOWA") was a ministry of the government of Ethiopia that, among other things, supervised the adoption process in Ethiopia. Local MOWCYA departments, also called Bureaus of Women, Children and Youth Affairs ("BOWCYA"), made recommendations regarding whether a child was eligible for adoption and whether a proposed adoption was in the child's best interests. In the Tigray region, the Bureau of Social and Labor Affairs ("BOLSA"), rather than the BOWCYA, was charged with processing adoptions on behalf of MOWCYA.

26. In Ethiopia, when a parent wished to give up parental rights of a child due to inability to care for the child, the parent would appear before an Ethiopian social court. If the social court approved the parent's petition for relinquishment and termination of parental rights, the local BOWCYA or BOLSA would place the child in the orphanage.

27. MOWA defines the term "Orphanage" as a licensed institution.

28. Foreign adoptions—other than those by persons of Ethiopian descent or persons residing in Ethiopia—were only permitted for Ethiopian children who had been abandoned or relinquished to an orphanage (due to a sole surviving parents' inability to support the child), or the child had otherwise come to stay at the orphanage through the death, disappearance, or desertion of the parents (except in rare circumstances that required additional documentation and government support). After a child had been abandoned or relinquished to an orphanage, the child stayed at the orphanage for a minimum of two to three months before the orphanage was legally able to contract for the child's adoption.

29. Once the orphanage was able to contract for the child's adoption, an orphanage could contract with a prospective U.S. citizen parent or parents to permit the prospective parent or parents to adopt the child. The "contract of adoption" was signed between the orphanage, and the prospective adoptive parent or parents or their adoption service provider representative acting under a power of attorney for the parent or parents.

30. In Ethiopia, the Federal First Instance Court ("FFIC") had jurisdiction over adoptions. The first step of an Ethiopian adoption was the opening of a court file. Among other things, the court file included a copy of the contract of adoption executed by the orphanage raising the child and the prospective adoptive parents. After the court file was opened, the FFIC obtained an opinion from the MOWCYA as to whether an adoption was in a child's best interests. If the MOWCYA determined that the child was eligible for adoption, and that the prospective parent was (or parents were) eligible to adopt, and that adoption was in the child's best interests, it would make a referral of the child to the prospective adoptive parent. Adoptions were granted by the FFIC in an adoption decree.

The Families and Their Adopted Children

31. "Clients A-G," whose identities are known to the Grand Jury, were prospective adoptive parents who had contracts with IAG and paid IAG to serve as their adoption service provider in Ethiopia.

32. "Child 1," whose identity is known to the Grand Jury, was an Ethiopian child who IAG sought to and did place with Client A for adoption.

33. "Child 2" and "Child 3," whose identities are known to the Grand Jury, were Ethiopian children who IAG sought to and did place with Client B for adoption.

34. "Child 4," whose identity is known to the Grand Jury, was an Ethiopian child who IAG sought to and did place with Client C for adoption.

35. "Child 5" and "Child 6," whose identities are known to the Grand Jury, were Ethiopian children who IAG sought to and did place with Client D for adoption.

36. "Child 7," whose identity is known to the Grand Jury, was an Ethiopian child IAG sought to and did place with Client G for adoption.

COUNT ONE
(Conspiracy to Defraud the United States)

37. Paragraphs 1-36 are realleged and incorporated by reference as though fully set forth herein.

The Conspiracy and Its Object

38. From at least in or about September 2006 and continuing through at least in or about May 2011, in the District of South Carolina and elsewhere, defendants JAMES HARDING, MARY MOONEY, ALISA BIVENS, and HAILE AYALNEH MEKONNEN did knowingly and willfully conspire, combine, confederate, and agree with each other and others

known and unknown to the Grand Jury to defraud the United States and any agency thereof, namely, the Department of State and the Department of Homeland Security, by impeding, impairing, obstructing, and defeating their lawful functions in transacting the official business of the Department of State and the Department of Homeland Security by deceit, craft, trickery, and dishonest means.

The Purpose of the Conspiracy

39. The purpose of the conspiracy was for the defendants to unjustly enrich themselves and obtain and retain business in Ethiopia through deceit, trickery, and dishonest means, circumventing the laws of the United States and Ethiopia governing intercountry adoptions, and making corrupt payments to Ethiopian officials to secure a business advantage.

Manner and Means of the Conspiracy

40. The conspirators would and did use the following manner and means, among others, to accomplish the object of the conspiracy:

A. Defendants HARDING, MOONEY, and others acting on behalf of IAG secured and maintained a license for IAG from SC-DSS in South Carolina so that IAG could operate as a child placing agency and make money by assisting U.S. clients with adoptions of children in Ethiopia.

B. Defendant HARDING and others rented an office in South Carolina for the purpose of maintaining IAG's South Carolina license.

C. Defendants HARDING, MOONEY, BIVENS, and others marketed IAG's services to prospective parents throughout the United States, including South Carolina, using an internet web site, so that they could obtain client families and receive payments from them.

D. Defendants HARDING, MOONEY, BIVENS, and others entered into

agreements with prospective adoptive parents to provide adoption services in exchange for money.

E. Defendants HARDING, MOONEY, MEKONNEN, BIVENS, and others communicated with prospective parents and each other via email and telephone over the interstate wires in conducting the business of IAG, such as the preparation of documents for submission to United States and Ethiopian government agencies and entities, and communications concerning the status of adoption applications, preparations for travel to Ethiopia in connection with the adoptions, and the payment of bribes to foreign officials in Ethiopia.

F. Defendants MOONEY, BIVENS, MEKONNEN, and others withheld from and affirmatively misrepresented to the FFIC in Ethiopia relevant information relating to the adoption of children in order to fraudulently procure adoption decrees from the FFIC for children to be adopted by IAG clients.

G. Defendant MEKONNEN and others identified orphanages that they could pay to fraudulently “sign off” on contracts of adoption purporting that the children resided in those orphanages—even though the children had never resided in those orphanages, had not been raised there, and the orphanage could not enter into such a contract—so that IAG’s adoptions could move more quickly and the company could generate additional revenue.

H. Defendants HARDING, MOONEY, BIVENS, MEKONNEN, and others, in order to make money and to secure a business advantage over competing companies in Ethiopia, misrepresented and caused misrepresentations to be made to the Department of State and the Department of Homeland Security that the children their IAG clients sought to adopt had resided in an orphanage for the required period of time and been lawfully adopted in Ethiopia,

when, in fact, those children were ineligible for adoption by U.S. prospective parents and their adoptions were secured fraudulently for any number of the following reasons:

(i) For a child that lived with a biological parent or relative, Defendant MEKONNEN and others would secure a contract of adoption from orphanages, knowing the child was not residing in that orphanage and the orphanage was unable to contract properly for the child's adoption under Ethiopian law, in order to facilitate the adoption of the child;

(ii) Defendants HARDING, MOONEY, BIVENS, MEKONNEN, and others would arrange to pay orphanages and to "sign off" on contracts of adoption for children that did not, in fact, reside in those orphanages and the orphanages were not raising those children;

(iii) Defendants HARDING, MOONEY, BIVENS, MEKONNEN, and others would misrepresent and cause misrepresentations to be made to the FFIC that a child did not live with his biological parent or relative—even though that child would in fact continue to reside with his biological parent or relative and had never lived in the orphanage.

(iv) Defendants HARDING, MOONEY, BIVENS, MEKONNEN, and others, when the child was listed as "abandoned," would misrepresent and cause misrepresentations to be made to the FFIC that a child lived in an orphanage—even though that child had never lived in that orphanage.

(v) Defendants HARDING, MOONEY, BIVENS, MEKONNEN, and others maintained, and had children who were to be adopted by IAG clients stay at, a foster home in Ethiopia which was not a licensed orphanage under Ethiopian law, and which they used as a place to temporarily house children who were in the process of being adopted in violation of

Ethiopian law that prohibited adoption service providers from establishing or maintaining an orphanage.

I. Defendants HARDING and MEKONNEN presented and caused to be presented counterfeit USCIS Forms 171-H to the FFIC—suggesting falsely to the Ethiopian court that the U.S. government had determined that the prospective adoptive parent was “able to furnish proper care to the orphan” and could proceed with an intercountry adoption—even though USCIS had not yet issued such a determination to the parents.

J. Defendants HARDING and MEKONNEN agreed to submit counterfeit Forms 171-H, which contained the official seal of the U.S. Department of Homeland Security, to the FFIC so that the adoption petitions of IAG clients would be processed more quickly by the FFIC knowing that such forms were relied upon by the FFIC in considering the parents’ adoption petition.

K. Defendants BIVENS, MOONEY and MEKONNEN arranged for payments to orphanages for “signing off” on contracts for adoption to be made from defendant MEKONNEN’s personal bank account rather than from IAG’s account in Ethiopia to avoid detection of the payments.

L. Defendants HARDING, BIVENS, and others, in order to prevent detection of the conspiracy, instructed prospective parents not to discuss the facts of their adoptions with others.

M. Defendants HARDING, MOONEY, BIVENS, MEKONNEN and others would obstruct and impede the adoption and immigration procedures of the United States and Ethiopia by offering, promising, and making and authorizing corrupt payments and gifts and gratuities to Foreign Official 1 of the Government of Ethiopia in order to advance IAG’s

international adoption business and to secure improper advantages over other competing adoption agencies:

(i) Defendants HARDING, MOONEY, BIVENS, MEKONNEN, and others would make arrangements with Foreign Official 1 for Foreign Official 1 to identify prospective candidates for adoption at Government School 1, where Foreign Official 1 worked;

(ii) Defendants BIVENS and MEKONNEN would “order” deaf children of particular ages and genders for Foreign Official 1 to identify from among Government School 1’s students so that IAG could target those students for adoption by IAG’s clients including students that were ineligible for adoption by prospective U.S. parents.

(iii) Foreign Official 1 would provide information regarding a child in Government School 1, including information about the child’s parents and the child’s health records that was unavailable to IAG’s competitors, which Foreign Official 1 secured, in part, from the files of Government School 1 to which she had access in her official capacity, to help identify and process children that IAG might place with its clients.

(iv) Foreign Official 1, defendant MEKONNEN, and others would meet with the parents and legal guardians of the children identified by Foreign Official 1 and persuade parents and legal guardians to relinquish children for adoption, so that IAG could secure adoptions more quickly.

(v) Defendants HARDING, BIVENS and others would make payments and cause others to make payments in cash to Foreign Official 1 in Ethiopia in exchange for Foreign Official 1’s assistance in helping IAG’s adoption business.

(vi) Defendants HARDING, MOONEY, BIVENS, MEKONNEN, and others would offer and arrange for Foreign Official 1 to be paid money and other things of value

for identifying the children and for providing personal information, both directly and through prospective adoptive parents, via telephone and email.

(vii) Defendants HARDING, MOONEY, BIVENS, MEKKONEN and others made use of email messages and interstate wires in furtherance of making corrupt payments to Foreign Official 1.

Overt Acts

41. In furtherance of the conspiracy and to achieve the objects thereof defendants HARDING, MOONEY, BIVENS, MEKONNEN, and others committed and caused to be committed, in the District of South Carolina and elsewhere, the following overt acts among others:

A. The Fraudulent Contracts of Adoption and Adoption Decrees

Child 1

- (1) On or about November 8, 2006, defendants BIVENS referred Child 1 to Client A for possible adoption by Client A.
- (2) On or about January 6, 2007, defendant BIVENS sent an email to MOONEY, stating:

For [Client A's] Children the orphanage is asking for 1000 birr each to sign the documents showing that they were in the orphanage and they are unwilling to provide a receipt. I told Haile [MEKONNEN] I would let him know for sure but I feel like saying, PAY IT, and add it to the amount the family owes us. Just tell them that the expense is due to a private adoption.

- (3) On or about January 6, 2007, defendant MOONEY responded to defendant BIVENS' January 6, 2007 email, "WE ARE SET with all these kids. . . REALLY we will have the money to take care of everything."

(4) On or about January 9, 2007, defendant MEKONNEN sent an email from Ethiopia to defendant BIVENS in North Carolina, stating “[Client A’s] case is still on the proces [sic][.] [T]he paper should be changed[.] [I]t has to be written to the orphanage [sic] and we will make an agrement [sic], this may take three days.”

(5) At a time uncertain, but prior to January 15, 2007, defendant MEKONNEN secured a power of attorney from Client A allowing defendant MEKONNEN to sign adoption paperwork in Ethiopia on Client A’s behalf.

(6) On or about January 15, 2007, defendant MEKONNEN signed a “Contract of Adoption” with an orphanage on behalf of Client A in which the orphanage purported to give Child 1 up for adoption to Client A even though Child 1 had never resided at that orphanage, the orphanage was not raising Child 1, and the orphanage could not properly contract for Child 1’s adoption.

(7) On or about January 29, 2007, defendant MEKONNEN after submitting the fraudulent Contract of Adoption, obtained an order from the FFIC in Ethiopia that Child 1 had been lawfully adopted under Ethiopian law from an orphanage by Client A, even though Child 1 had never resided in that orphanage, the orphanage, had not raised Child 1, and the orphanage could not properly contract for Child 1’s adoption.

(8) On or about January 29, 2007, defendant MEKONNEN sent an email from Ethiopia to BIVENS in North Carolina that he “succeed [sic] [Client A]’s case in the court,” but that it was difficult because Child 1’s birth mother had arrived late.

(9) On or about March 1, 2007, defendants MEKONNEN, MOONEY, and BIVENS caused a copy of the fraudulent “Contract of Adoption” and FFIC adoption decree

to be submitted in connection with the I-600, Petition to Classify Orphan as an Immediate Relative, for Child 1, to the U.S. Embassy in Addis Ababa.

Child 2 and Child 3

(10) On or about October 29, 2006, defendant BIVENS and defendant MOONEY referred Child 2 to Client B for possible adoption by Client B.

(11) At a time uncertain, but prior to February 19, 2007, defendant MEKONNEN secured a power of attorney from Client B allowing defendant MEKKONNEN to sign adoption paperwork in Ethiopia on Client B's behalf.

(12) On or about February 19, 2007, defendant MEKONNEN signed a "Contract of Adoption" with Orphanage 1 on behalf of Client B in which the orphanage purported to give Child 2 up for adoption to Client B even though Child 2 had never resided at that orphanage, the orphanage had not raised Child 2, and the orphanage could not contract for the adoption of Child 2.

(13) On or about March 14, 2007, defendant BIVENS referred Child 3 to Client B for possible adoption by Client B.

(14) On or about March 22, 2007, defendant MEKONNEN signed a "Contract of Adoption" with Orphanage 1 on behalf of Client B in which the orphanage purported to give Child 3 up for adoption to Client B even though Child 3 had never resided at that orphanage, the orphanage had not raised Child 3, and the orphanage could not contract for the adoption of Child 3.

(15) On or about March 28, 2007, defendant MEKONNEN obtained an adoption decree from the FFIC in Ethiopia that Child 2 had been lawfully adopted under Ethiopian law from Orphanage 1 by Client B, even though Child 2 had never resided in that

orphanage, the orphanage had not raised Child 2, and the orphanage could not contract for the adoption of Child 2.

(16) On or about April 16, 2007, defendant MEKONNEN obtained an adoption decree from the FFIC in Ethiopia that Child 3 had been lawfully adopted under Ethiopian law from Orphanage 1 by Client B, Child 3 never resided in that orphanage, the orphanage had not raised Child 3, and the orphanage could not contract for the adoption of Child 3.

(17) On or about June 7, 2007, defendants MEKONNEN, MOONEY, and BIVENS caused a copy of the fraudulent "Contract[s] of Adoption" and FFIC adoption decrees for Child 2 and Child 3 to be submitted the U.S. Embassy in Ethiopia in connection with each child's I-600, Petition to Classify Orphan as an Immediate Relative.

(18) On or about August 23, 2007, defendant MEKONNEN sent an email from Ethiopia to defendant MOONEY in North Carolina entitled "2007 Report IAG Program," in which defendant MEKONNEN explained the following:

While we are locating kids from Addis we always need an orphanage who will sign the adoption contract and as you know we are paying 1000 birr [Ethiopian currency] for a child but except an official letter they don't give us an official receipt for the money we pay. . . . Based on the financial rules of the Country it is not the right way to receive an official letter so we need to have a sparate [*sic*] money which will help us to cover the cost. The money we are going to use for this pufpose [*sic*] shouldn't be sent to the account we have because during the government auditing it will cause a problem. So, as the experience of the other agencies you have to send me direct on my name or you can bring that when you are coming. Up to now we have paid 6000 birr for this purpose and we have to put this money in the Bank before we are audited.

Child 4

(19) On or about January 4, 2007, defendant BIVENS and defendant MOONEY referred Child 4 to Client C for possible adoption by Client C.

(20) On or about February 2, 2007, defendant BIVENS sent an email from North Carolina to defendant MEKONNEN in Ethiopia, asking: "What orphanage will sign off on [Child 4?]"

(21) On or about February 2, 2007, defendant MEKONNEN responded to defendant BIVENS, "[Child 4]'s agreement will be signed with [Orphanage Operator 1]."

(22) On or about February 2, 2007, defendant BIVENS replied to defendant MEKONNEN, "Will it not matter that [Orphanage 3] is not licensed, or does not accept children less than 4 years old. I just do not want to get to the embassy and someone question that information."

(23) At a time uncertain, but prior to March 30, 2007, defendant MEKONNEN secured a power of attorney from Client C allowing defendant MEKONNEN to sign adoption paperwork in Ethiopia on Client C's behalf.

(24) On or about March 30, 2007, defendant MEKONNEN signed a "Contract of Adoption" with Orphanage 1 on behalf of Client C in which the orphanage purported to give Child 4 up for adoption to Client C even though Child 4 had never resided at that orphanage, the orphanage had not raised Child 4, and the orphanage could not contract for the adoption of Child 4.

(25) On or about April 27, 2007, defendant MEKONNEN obtained a decree from the FFIC in Ethiopia that Child 4 had been lawfully adopted under Ethiopian law from Orphanage 1 by Client C, even though Child 4 had never resided at that orphanage the

orphanage had not raised Child 4, and the orphanage could not contract for the adoption of Child 4.

(26) On or about June 7, 2007, defendants MEKONNEN, MOONEY, and BIVENS caused a copy of the fraudulent "Contract of Adoption" and FFIC adoption decree for Child 4 to be submitted to the U.S. Embassy in Ethiopia in connection with the I-600, Petition to Classify Orphan as an Immediate Relative, to the U.S. Embassy in Addis Ababa.

Child 5 and Child 6

(27) On or about September 27, 2007, Employee A sent an email from Montana to Client D in South Carolina about Child 5, asking if Client D was interested in adopting Child 5.

(28) On or about September 27, 2007, having received a response from Client D that Client D was interested in adopting two boys of a certain age, Employee A sent an email from Montana to Client D in South Carolina stating "[w]e will always have plenty of deaf boys in that age range."

(29) On or about October 9, 2007, defendant MEKONNEN sent an email from Ethiopia to defendant BIVENS in North Carolina, including an attachment stating: "The kids from Addis are about ten including kids from [Government School 1] so I need ten thousand birr to pay for the orphanage for signing the adoption contract. My account number is xxxxxxxxxxx001 Dashen Bank, Lagar area bank, Addis Ababa Ethiopia."

(30) On or about June 1, 2008, defendant BIVENS sent an email to Client D in South Carolina advising Client D that because Client D would soon be moving they would need to restart their application process with a new home study before a child could be referred to them.

(31) On or about June 2, 2008, having learned that Client D was disappointed at not receiving a referral due to their upcoming relocation, defendant BIVENS sent an email to Client D in South Carolina stating: "I know you are disappointed . . . We will help you get through it[.]"

(32) On or about August 19, 2008, defendant MOONEY sent an email from North Carolina to defendant HARDING in Ethiopia, stating: "We have an agreement with [Orphanage 2] for the infants we pay them quarterly \$5,263 and this gets us 15 babies under the age of 3 per quarter. And it pays for her to sign off on all our kids from the North that we get more kids from."

(33) On or about August 20, 2008, defendant HARDING responded to the email message from defendant MOONEY in paragraph 31 above as follows: "[A]greed."

(34) On or about September 3, 2008, defendant BIVENS wrote an email message to defendants HARDING and MOONEY stating, "[I]t is my understanding that Jim [HARDING] was able to wire 5000 for the quarterly payment to [Orphanage 2] for the sponsorship of children and continued relationship between our organizations. For this amount of money, we are able to place no less than 5 [*sic*] children from her orphanage."

(35) On or about September 3, 2008, HARDING responded to defendant BIVENS with a copy to defendant MOONEY: "the wire was made, I have confirmation. It was also \$5500 not \$5K."

(36) On or about September 8, 2008, defendant BIVENS wrote to HARDING in response to the preceding email as follows: "THANK YOU. HE HAS CONFIRMED HE HAS RECEIVED IT."

(37) At a time uncertain, defendant MEKONNEN secured a power of attorney from Client D allowing defendant MEKONNEN to sign adoption paperwork in Ethiopia on Client D's behalf.

(38) On or about October 10, 2008, defendant BIVENS confirmed that Client D accepted a referral of Child 5 and Child 6 for possible adoption by Client D.

(39) At a time uncertain, but after on or about October 10, 2008, defendant MEKONNEN signed two "Contract[s] of Adoption" with orphanages (Orphanage 1 and Orphanage 2) on behalf of Client D in which the orphanage purported to give Child 5 and Child 6 up for adoption to Client D, even though neither child had ever resided at those orphanages, those orphanages had not raised Child 5 and Child 6, and the orphanages could not contract for the adoption of Child 5 and Child 6—and back-dated the contracts of adoption to September 8, 2008.

(40) On or about October 23, 2008, defendant MEKONNEN obtained a decree from the FFIC in Ethiopia that Child 6 had been lawfully adopted under Ethiopian law from Orphanage 2 by Client D, even though Child 6 had never resided at that orphanage, the orphanage had not raised the child, and the orphanage could not contract for the adoption of Child 6.

(41) On or about October 23, 2008, defendant MEKONNEN sent an email from Ethiopia to defendant BIVENS in North Carolina, stating that he had "succeeded in court" for Child 6, who was in fact ineligible for intercountry adoption under Ethiopian law.

(42) On or about December 11, 2008, defendant MEKONNEN obtained an order from the FFIC in Ethiopia that Child 5 had been lawfully adopted under Ethiopian law

from Orphanage 2, even though Child 5 had never resided at that orphanage, the orphanage had not raised Child 5, and the orphanage could not contract for the adoption of Child 5.

(43) On or about December 11, 2008, defendant MEKONNEN sent an email from Ethiopia to defendant HARDING in Georgia, stating that he had “succeeded in court” for Child 5, who was in fact ineligible for adoption.

(44) On or about December 11, 2008, defendant HARDING sent an email from Georgia to Client D in North Carolina containing a departure checklist, which instructed Client D not to discuss the details of the adoption with anyone except IAG staff.

(45) On or about January 26, 2009, defendant MEKONNEN accompanied Client D to the U.S. Embassy in Addis Ababa, where defendant MEKONNEN caused a copy of the fraudulent “Contract[s] of Adoption” and fraudulently-obtained FFIC adoption decrees to be submitted to the U.S. Embassy in Ethiopia in connection with Client D’s I-600, Petition to Classify Orphan as an Immediate Relative, for both Child 5 and Child 6.

B. Counterfeiting of USCIS Forms 171-H

(46) On or about May 10, 2011, defendant MEKONNEN in Ethiopia sent an email to defendant HARDING advising defendant HARDING that if the Form 171-H did not arrive in time for court dates for Client E and Client F then the Ethiopian judge presiding in their cases would likely set another court date for their respective matters.

(47) On or about May 10, 2011, defendant HARDING sent an email from Georgia to defendant MEKONNEN in Ethiopia, stating that he was concerned that Clients E and F would not receive their Form 171-H from USCIS in time for their Ethiopian court date, which was to finalize their adoptions under Ethiopian law.

(48) On or about May 10, 2011, defendant HARDING responded to defendant MEKONNEN as follows:

I had another idea that I wanted to ask you about. It is VERY easy for me to create a 171h for a family. I attached one I made for [Client E]. What do you think about this idea? I would not want the family to know about it, but I think if we don't do this, the children will have to wait to come home longer than is necessary. I know the family will have the clearance in time for the Embassy, but what are your thoughts about using this now for court [FFIC]? If you feel it is too risky we should not do it. Let me know.

(49) On or about May 10, 2011, defendant HARDING attached a file to the email referenced above in paragraph 48 containing a counterfeit Form 171-H form purportedly from the Department of Homeland Security, addressed to Client E, containing an official government seal that appeared virtually identical to the seal on an authentic Form 171-H form.

(50) On or about May 10, 2011, defendant HARDING sent an email from Georgia to defendant MEKONNEN in Ethiopia, stating:

I attached the 171 for [Client F]. Again, the family must not find out about this. If they ask why they got approved without the 171, you must tell them you got a favor from MOWA and not say anything to anyone. Again though... if you feel this is too risky to do present [sic] these fakes, then do not do it, we will just have to wait for the real 171 to arrive. Let me know what you decide.

(51) On or about May 10, 2011, defendant HARDING attached a file to the email referenced above in paragraph 50 containing a counterfeit Form 171-H purportedly from the Department of Homeland Security, addressed to Client F, containing an official government seal that appeared virtually identical to the seal on an authentic Form 171-H.

(52) On or about May 10, 2011, defendant MEKONNEN sent an email from Ethiopia to defendant HARDING in Georgia, responding to defendant HARDING's May 10, 2011 email, stating: "Dear Jim, This is perfect and i [sic] will use it and no risk at all."

(53) On or about May 10, 2011, defendant HARDING sent an email from Georgia to MEKONNEN in Ethiopia, responding to MEKONNEN's May 10, 2011 email, stating: "Okay, just make sure the family isn't told about it."

C. Bribery of Foreign Official 1

(54) At a time uncertain, but prior to in or about January 2007, defendant BIVENS discussed with Foreign Official 1 that Foreign Official 1 could provide information about the health of Child 5.

(55) On or about January 4, 2007, after Foreign Official 1 provided information about Child 5 including his HIV status, defendant BIVENS responded to Foreign Official 1 as follows: "This social and medical information is exactly what we need to place the children..."

(56) On or about January 16, 2007, having received an email from Foreign Official 1 advising that she had approached the biological family of Child 5 (with whom Child 5) resided to discuss giving Child 5 up for adoption and that she had arranged for Child 5's documents to be processed, defendant BIVENS responded to Foreign Official 1 as follows:

We have made an announcement on an adoption web site that we can place deaf children from Ethiopia, and I have had 2 dozen request [sic] for information for children ages 3-11. I will ask our agency representative will [sic] be in contact to document all the children from the 2 schools and hopefully from the Pre school [sic] as quickly as possible. I will need full social histories on the child [sic].

(57) On or about January 16, 2007, defendant BIVENS sent an email from North Carolina to defendant MEKONNEN in Ethiopia regarding a number of deaf children and stating: "Once medicals are completed, please open courts," and referring to Foreign Official 1, "If you need the teacher from [Government School 1] to help, please just pay her fees as needed."

(58) On or about January 30, 2007, having received an email message from Foreign Official 1 in Ethiopia thanking defendant BIVENS for a phone card, asking for an additional phone card, and asking for defendant BIVENS to pay for books for her bachelor's degree in psychology, defendant BIVENS forwarded the email to defendant MOONEY, stating: "Here is the information requesting help for our friend in Ethiopia."

(59) On or about June 20, 2007, after Client G sent an email from Arkansas to defendant BIVENS in North Carolina asking questions about the birth parents and health history of Child 7, a student at Government School 1, defendant BIVENS forwarded Client G's email from North Carolina to Foreign Official 1 in Ethiopia stating, among other things: "Can you answer any of these questions for [Child 7]? I have not forgotten about your school money, I am working on it!!!!"

(60) On or about June 24, 2007, having received an email from Foreign Official 1 promising "I will go to the school and will collect all the information" for Child 7, defendant BIVENS responded to Foreign Official 1 stating: "Can you please send me information about school and your account? I have someone who is willing to help you with school and we can wire the money as soon as I have the information. I have attached a photo of the boy [Child 7] that we have a family for. Can you tell me about where he is living now...."

(61) On or about June 30, 2007, having received an email from Foreign Official 1 providing information about Child 7's health and home situation, including information indicating the child had a living parent who was caring for him, defendant BIVENS responded by thanking Foreign Official 1 for the information and further stating, "I have the support for your schooling. It is \$150.00 USD for the semester right? The family [Client G] would like for you to write them and tell them about your schooling and what needs you have and then they will help out with your school bills as they are due."

(62) On or about October 2, 2007, defendant BIVENS sent an email from North Carolina to Foreign Official 1 in Ethiopia stating that BIVENS had found a family for Child 5 and asking Foreign Official 1 to help with the "social affairs paperwork" for Child 5's adoption; defendant BIVENS added: "This family [Client D] would also like to adopt at least one other maybe 2 other boys between the age of 4 and 8 that is deaf or [hard of hearing]. Can you locate or identify these kids, VERIFY that they have only ONE living parent or NO living parents...."

(63) On or about July 9, 2008, BIVENS sent an email from North Carolina to MEKONNEN in Ethiopia, stating that with respect to Client D: "I have spoken with [Foreign Official 1] at [Government School 1]. I need 2 boys around the age of 7. they [sic] do not have to be related, to refer to this family."

(64) On or about July 23, 2008, having received an email message from Foreign Official 1 that contained pictures and names of children, including Child 6, defendant BIVENS sent an email from North Carolina to Client D in North Carolina, forwarding the email from Foreign Official 1 in Ethiopia, stating the children were "available for adoption," and titling the email "available deaf children," and stating Child 6 has a mother.

(65) On or about August 20, 2008, having received an email message from Foreign Official 1 asking for defendant BIVENS to support Foreign Official 1 in paying for her master's degree, defendant BIVENS forwarded the email message from Foreign Official 1 to IAG clients asking them to help pay for Foreign Official 1's schooling.

(66) In or about January 2009, defendant BIVENS contacted Client D by telephone regarding her adoption of a deaf child in Ethiopia and advised Client D, in substance and in part, that defendant HARDING would be "asking her for a favor."

(67) On or about January 14, 2009, defendant HARDING sent an email from Georgia with the subject "Deaf school donation" to Client D in North Carolina, copying BIVENS, stating:

Hi [Client D], I wanted to ask a favor of you :-) I am mailing you out a check for \$200 that I would like for you to cash and give directly to the director of the deaf school when you go there. Her name is [Foreign Official 1]. I have already written her and told her you would be bringing this money to her when you arrive, so I hope it will be OK for you to do this. Let me know if you can't. Thanks so much for your help, I wish you a safe journey.

(68) On or about January 19, 2009, defendant HARDING sent an e-mail from Georgia with the subject line "Re: Money for the trip..." to Client D in North Carolina stating, among other things:

On another note, I need for you to be VERY careful when you give the money I sent to [Foreign Official 1], she is worried that someone will see you give it to her and cause her problems. I would 'guess' you plan to give a small donation of your own? Maybe put the Birr [Ethiopian currency] inside of it? If you do not plan to give her anything which is perfectly fine, she is not expecting anything from you[,] then give it to her in an envelope when you are alone with her at some point...just be discrete is all she asks :-).

(69) In or about January 2009, defendant BIVENS, in North Carolina, advised Client D, also in North Carolina, by telephone, in substance and in part, that she should keep the transaction with Foreign Official 1 “a secret.”

(70) On or about January 26, 2009, HARDING emailed MEKONNEN to inform Foreign Official 1 when he planned to bring Client D to the school, stating: “You can discuss with her the need for another 1 to 3 deaf children that we can place. I have one family that has already signed on for a deaf child and can easily find families for 2 more. I told her that when I come in February I can come by and meet her as well, but of course if you can secure the children before then it would be helpful I think.”

(71) On or about January 27, 2009, MEKONNEN emailed HARDING that he had taken Client D to the deaf school to deliver the gift.

(72) On or about March 18, 2009, after receiving an email forwarded by Client D in which Foreign Official 1 provided details of Child 5’s family and medical history, defendant BIVENS wrote to Client D: “Just think what you will get when you send a gift.... ☺”

D. Business Operations in South Carolina

(73) On or about January 4, 2008, defendant MOONEY submitted an Application for Renewal of License with SC-DSS to renew IAG’s license to operate a child placing agency in the state of South Carolina.

(74) On or about January 7, 2008, defendant MOONEY met with a licensing consultant from SC-DSS at an IAG office in North Carolina.

(75) In or about September 2008, defendant HARDING assumed operations of IAG and defendant MOONEY began taking a salary from IAG; neither defendant

MOONEY nor defendant HARDING notified the Council on Accreditation (“COA”) of the change.

(76) On or about December 16, 2009, defendant MOONEY submitted an Application for Renewal of License to the South Carolina Department of Social Services for the purpose of maintaining its South Carolina license to operate as a child placing agency, listing defendant MOONEY as Executive Director, stating that defendant HARDING had been hired as International Program Director.

(77) On or about January 22, 2010, defendant MOONEY met with a licensing consultant from SC-DSS at an IAG office in North Carolina.

(78) In or about October 2010, defendant HARDING traveled to South Carolina from Georgia to look for an office that could be used by IAG to maintain its license from SC-DSS.

(79) On or about October 27, 2010, defendant HARDING wrote an email message to defendant MOONEY stating, among other things,

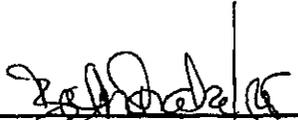
We need to figure a plan to move into the new office. I have the agreement done and can pick up the key on Monday.... All we need is a few things to make it seem real, maybe spend a few hundred dollars in total ... so I think I will go that route. Maybe pick up a used throw rug and some paintings for the walls and it will be fine. The address so you can change things out with SC and COA is: [an address in the District of South Carolina] (pics attached if you want to see it) [*sic*] I guess you should wait until we have everything in there though...just to be safe.

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

A True BILL



FOREPERSON


WILLIAM N. NETTLES
UNITED STATES ATTORNEY