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United States District Court
District of Connecticut

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

FILED AT NEW HAVEN

June 25, 1990
Kevin F. Rowe, Clerk

By: *[Signature]*
Deputy Clerk

B-90-29 (JAC)
[Signature]

UNITED STATES OF AMERICA :
v. :

F.G. MASON ENGINEERING, INC. : VIOLATIONS:
FRANCIS G. MASON : 18 U.S.C. §371 (Conspiracy)

INFORMATION

The United States Attorney charges:

COUNT ONE
(Conspiracy)

1. During the times material to this information:

(a). The defendant F.G. MASON ENGINEERING, INC. was a Connecticut corporation engaged in the development, manufacture, sale, distribution and servicing of technical security counter-measure (TSCM) equipment or so-called "anti-bugging" devices, that is, devices designed to detect the presence of electronic surveillance. F.G. MASON ENGINEERING, INC. constituted a "domestic concern" within the meaning of the Foreign Corrupt Practices Act of 1977, as amended, 15 U.S.C. §78dd-2.

(b). The defendant FRANCIS G. MASON was the president and sole stockholder of F.G. MASON ENGINEERING, INC. and an "officer, employee, agent [and] stockholder" of a domestic concern within the meaning of the Foreign Corrupt Practices Act of 1977, as amended, 15 U.S.C. §78dd-2.

(c). Catherine Mason, who is not named as a defendant herein, was the general manager of F.G. MASON ENGINEERING, INC. and an "employee [and] agent" of a domestic concern within the meaning of

the Foreign Corrupt Practices Act of 1977, as amended, 15 U.S.C. §78dd-2.

(d). The Militaerischer Abschirmenst or West German Military Intelligence Service (known by the acronym MAD) was an agency of the Ministry of Defense of the Government of the Federal Republic of Germany.

(e). Dirk Ekkehard Zoeller, who is not named as a defendant herein, was a civilian employee of MAD whose responsibilities included the selection, procurement and testing of TSCM equipment for MAD and other agencies of the West German Government. Zoeller was a "foreign official" within the meaning of the Foreign Corrupt Practices Act of 1977, as amended, 15 U.S.C. §78dd-2.

2. From in or about April, 1983 up to and including October, 1989, both dates being approximate, in the District of Connecticut and elsewhere, F.G. MASON ENGINEERING, INC. and FRANCIS G. MASON, the defendants, did knowingly, wilfully and unlawfully combine, conspire, confederate and agree together with each other and with other persons known and unknown, to make use of the mails and other means and instrumentalities of interstate and foreign commerce corruptly in furtherance of the offer, payment, promise to pay and authorization of the payment of money and other things of value to Dirk Ekkehard Zoeller for the purpose of influencing the acts and decisions of Zoeller in his official capacity, inducing Zoeller to do and omit to do acts in violation of his lawful duty, and inducing Zoeller to use his influence with MAD and other agencies of the Government of the Federal Republic of Germany so as to

affect and influence their decisions in order to assist F.G. MASON ENGINEERING, INC. in obtaining and retaining business with the Government of the Federal Republic of Germany, in violation of 15 U.S.C. §78dd-2(a)(1).

3. It was a part of the conspiracy that the conspirators would and did endeavor to cause MAD to select and retain F.G. MASON ENGINEERING, INC. to develop and produce a new TSCM device, known as the MICRO-G, that was designed to meet the requirements of MAD and other agencies of the Government of the Federal Republic of Germany.

4. It was a further part of the conspiracy that the conspirators would and did endeavor to cause MAD to enter into contracts for the procurement from F.G. MASON ENGINEERING, INC. of eleven (11) MICRO-G units, as well as ancillary equipment and materials, including software, a MICRO-G Programmer and a MICRO-G Test Measurement System.

5. It was a further part of the conspiracy that the conspirators would and did endeavor to cause MAD to enter into contracts with F.G. MASON ENGINEERING, INC. for the servicing and repair by MASON ENGINEERING of MAD's TSCM equipment and devices.

6. It was a further part of the conspiracy that, in return for Dirk Ekkehard Zoeller using his influence to assist F.G. MASON ENGINEERING, INC. in obtaining and retaining the procurement and service contracts with MAD, the defendant F.G. MASON ENGINEERING, INC., acting by and through the defendant FRANCIS G. MASON and through Catherine Mason and others, would and did pay kickbacks to

Zoeller.

7. It was a further part of the conspiracy that the amount of said kickbacks paid to Dirk Ekkehard Zoeller would be approximately 13.3% of the payments received by F.G. MASON ENGINEERING, INC. from MAD under the procurement contracts, and approximately 50% of payments received by MASON ENGINEERING from MAD for the "general alignment" charges under the service contracts.

8. It was a further part of the conspiracy that the collusive relationship between the defendants and Dirk Ekkehard Zoeller would and did (a) permit F.G. MASON ENGINEERING, INC. to obtain inflated and excessive prices on its contracts with MAD, (b) cause MAD and other agencies of the Government of the Federal Republic of Germany to make excessive and unnecessary expenditures for the procurement and servicing of TSCM devices and ancillary equipment and materials, and (c) deprive MAD and other agencies of the Government of the Federal Republic of Germany of economically material information in their business dealings with F.G. MASON ENGINEERING, INC.

OVERT ACTS

In furtherance of the conspiracy the following overt acts, among others, were committed in the District of Connecticut and elsewhere:

9. On or about April 28, 1983 FRANCIS G. MASON prepared and forwarded to MAD an F.G. MASON ENGINEERING, INC. price quotation (#000502) for the development of a prototype MICRO-G receiver and

the sale to MAD of three (3) production units of the MICRO-G.

10. On or about June 13, 1983, based in part upon recommendations of Dirk Ekkehard Zoeller, MAD informed F.G. MASON ENGINEERING, INC. that it found MASON's MICRO-G "the best in meeting our specifications" and that MAD would order three (3) MICRO-G units from MASON ENGINEERING.

11. On or about July 12, 1983 Dirk Ekkehard Zoeller caused MAD to issue a "Letter of Intent", indicating that it planned to purchase three (3) MICRO-G units from F.G. MASON ENGINEERING, INC. during the year 1984 subject to the prototype and the production units meeting required specifications and testing by MAD.

12. On or about January 3, 1984, at the request of Dirk Ekkehard Zoeller, FRANCIS G. MASON sent MAD quotations (#000539/000541) reflecting prices that would be charged by F.G. MASON ENGINEERING for various quantities of MICRO-G units if ordered by MAD during the years 1984 through 1989.

13. On or about July 13, 1984 FRANCIS G. MASON executed a written "contract" on behalf of F.G. MASON ENGINEERING, INC., in which the firm agreed to pay Dirk Ekkehard Zoeller 13.3% of the selling price in U.S. dollars for all MICRO-G or technically equivalent systems sold "due to the direct procuring of Mr. Zoeller."

14. On or about July 16, 1984 Dirk Ekkehard Zoeller sent FRANCIS G. MASON a written notification indicating, among other things, that the prototype of the MICRO-G received and tested by

MAD was not meeting specifications in certain areas.

15. On or about February 6, 1985 Dirk Ekkehard Zoeller and FRANCIS G. MASON met at the offices of F.G. MASON ENGINEERING, INC. to discuss the status of the MICRO-G project.

16. On or about March 12, 1985 FRANCIS G. MASON sent MAD a quotation for various optional equipment and functions designed to improve the performance and capabilities of the MICRO-G.

17. On or about May 30, 1985 Dirk Ekkehard Zoeller caused MAD to issue purchase order SG5150/1 to F.G. MASON ENGINEERING, INC. for three (3) MICRO-G units with certain options, at a total cost of \$250,800.00.

18. On or about July 26, 1985 Dirk Ekkehard Zoeller transmitted to F.G. MASON ENGINEERING, INC. a "Letter of Intent" from MAD, indicating that MAD planned to purchase eight (8) additional MICRO-G units from MASON ENGINEERING during the years 1987 and 1988.

19. On or about November 18, 1985 Dirk Ekkehard Zoeller signed sales order 3733, indicating his receipt of the first three MICRO-G units (Nos. 1, 2 and 3) on behalf of MAD from F.G. MASON ENGINEERING, INC. at Fairfield, Connecticut.

20. On or about December 18, 1985 MAD caused \$250,800 to be transmitted from outside the State of Connecticut to the account of F.G. MASON ENGINEERING, INC. at the Westport Bank and Trust Company, Westport, Connecticut.

21. On or about December 20, 1985 FRANCIS G. MASON caused an

F.G. MASON ENGINEERING, INC. check in the amount of \$33,356.40 payable to Dirk Ekkehard Zoeller to be transmitted from the State of Connecticut to the Federal Republic of Germany, where it was deposited to Zoeller's account at KKB Bank.

22. On or about March 20, 1986 Dirk Ekkehard Zoeller caused MAD to issue purchase order SG6079/3 to F.G. MASON ENGINEERING, INC., for one hundred eighty (180) formatted MICRO-G floppy disks, at a cost of \$3556.44.

23. On or about April 17, 1986 Dirk Ekkehard Zoeller signed sales order 4098, indicating his receipt of 180 formatted MICRO-G floppy disks on behalf of MAD at the offices of F.G. MASON ENGINEERING, INC. in Fairfield, Connecticut.

24. On or about May 22, 1986 MAD caused \$3556.44 to be transmitted from outside the State of Connecticut to the account of F.G. MASON ENGINEERING, INC. at the Westport Bank and Trust Company, Westport, Connecticut.

25. On or about June 11, 1986 FRANCIS G. MASON caused an F.G. MASON ENGINEERING, INC. check in the amount of \$473.00 payable to Dirk Ekkehard Zoeller to be transmitted from the State of Connecticut to the Federal Republic of Germany, where it was deposited to Zoeller's account at KKB Bank.

26. On or about June 11, 1986 FRANCIS G. MASON caused the bookkeeper for F.G. MASON ENGINEERING, INC. to falsely record the \$473.00 payment to Zoeller as a travel expense on the books of MASON ENGINEERING.

27. On or about February 9, 1987 Dirk Ekkehard Zoeller caused MAD to issue purchase order SG12/87 to F.G. MASON ENGINEERING, INC. for four (4) MICRO-G units with certain options, at a total cost of \$336,800.00.

28. On or about February 18, 1987, Dirk Ekkehard Zoeller sent FRANCIS G. MASON a letter to notify him that MAD had awarded purchase order SG12/87 to F.G. MASON ENGINEERING, INC.

29. On or about February 27, 1987, Catherine Mason sent Dirk Ekkehard Zoeller a letter acknowledging receipt of MAD purchase order SG12/87.

30. On or about February 27, 1987, F.G. MASON ENGINEERING, INC. issued sales order 4203, covering the sale of four (4) MICRO-G units (Nos. 4, 5, 6 and 7) to MAD.

31. On or about March 19, 1987, MAD sent a letter to F.G. MASON ENGINEERING, INC., referencing a visit by Dirk Ekkehard Zoeller in May, 1987, at which time discussions would be held relative to various MICRO-G contracts involving general alignment and repairs, software, test measurement system, repair kits, training and other MICRO-G related matters.

32. On or about and between May 17, 1987 and May 20, 1987, the exact date unknown, Dirk Ekkehard Zoeller traveled from the Federal Republic of Germany to F.G. MASON ENGINEERING, INC., Fairfield, Connecticut to meet with FRANCIS G. MASON relative to quotations on MICRO-G contracts.

33. On or about May 20, 1987 F.G. MASON ENGINEERING, INC.

issued invoice Nos. 4244 and 4245 to MAD for service and repair work, including "general alignment" charges, on TSCM equipment belonging to MAD.

34. On or about June 3, 1987, Catherine Mason sent MAD a quotation (#000682) reflecting prices that would be charged by F.G. MASON ENGINEERING, INC. for various quantities of MICRO-G formatted disks if ordered by MAD prior to September 30, 1988.

35. On or about June 4, 1987, Catherine Mason sent MAD a quotation reflecting the price of \$403,700.00 as the F.G. MASON ENGINEERING, INC. bid for the MICRO-G Test Measurement System, said quotation to be valid until September 30, 1988.

36. On or about June 17, 1987 MAD caused \$13,676.13 to be transmitted from outside the State of Connecticut to the account of F.G. MASON ENGINEERING, INC. at the Westport Bank and Trust Company, Westport, Connecticut.

37. On or about June 19, 1987 Dirk Ekkehard Zoeller sent F.G. MASON ENGINEERING, INC. a listing of MAD purchase orders covering the servicing and repair, including general alignment, of TSCM equipment belonging to MAD.

38. On or about July 16, 1987 F.G. MASON ENGINEERING, INC. issued invoice 4285 to MAD for service and repair work, including general alignment charges, on TSCM equipment belonging to MAD.

39. On or about August 3, 1987 F.G. MASON ENGINEERING, INC. issued invoice Nos. 4293, 4294, 4295, 4296, 4297, 4298, 4299, 4300

and 4301 to MAD for service and repair work, including general alignment charges, on TSCM equipment belonging to MAD.

40. On or about August 17, 1987, MAD caused \$7,538.28 to be transmitted from outside the State of Connecticut to the account of F.G. MASON ENGINEERING, INC. at the Westport Bank and Trust Company, Westport, Connecticut.

41. On or about September 4, 1987 MAD caused \$31,799.15 to be transmitted from outside the State of Connecticut to the account of F.G. MASON ENGINEERING, INC. at the Westport Bank and Trust Company, Westport, Connecticut.

42. On or about September 14, 1987, Catherine Mason sent MAD a quotation (#000696) reflecting prices that would be charged by F.G. MASON ENGINEERING, INC. for various quantities of MICRO-G formatted disks if ordered by MAD prior to September 30, 1988.

43. On or about September 22, 1987, Catherine Mason issued to Dirk Ekkehard Zoeller two F.G. MASON ENGINEERING, INC. checks, in the amounts of \$11,217.08 and \$3,000.00, which Zoeller thereafter transported from the State of Connecticut to the Federal Republic of Germany where he caused them to be deposited to his account at KKB Bank.

44. On or about September 22, 1987, Dirk Ekkehard Zoeller signed sales order 4203, indicating his receipt of four MICRO-G units (Nos. 4, 5, 6 and 7) from F.G. MASON ENGINEERING, INC. at Fairfield, Connecticut.

45. On or about September 22, 1987, F.G. MASON ENGINEERING,

INC. issued invoice 4328, billing MAD \$336,800.00 for the four MICRO-G units purchased under purchase order SG12/87.

46. On or about November 19, 1987, FRANCIS G. MASON sent MAD a letter providing F.G. MASON ENGINEERING, INC. quotations for various software changes and additions to the MICRO-G program.

47. On or about January 13, 1988, MAD caused \$336,790.00 to be wired from outside the State of Connecticut to the account of F.G. MASON ENGINEERING, INC. at the Westport Bank and Trust Company, Westport, Connecticut.

48. On or about January 20, 1988, Catherine Mason caused an F.G. MASON ENGINEERING, INC. check in the amount of \$54,830.89 payable to Dirk Ekkehard Zoeller to be transmitted from the State of Connecticut to the Federal Republic of Germany, where it was deposited to Zoeller's account at KKB Bank.

49. On or about February 2, 1988, Catherine Mason sent MAD a quotation (#000707) reflecting prices that would be charged by F.G. MASON ENGINEERING, INC. for various software changes and additions to the MICRO-G program.

50. On or about February 2, 1988, Catherine Mason sent MAD a quotation (#000708), reflecting a price of \$55,400.00 that would be charged by F.G. MASON ENGINEERING, INC. for a MICRO-G Programmer, said quotation price to be valid until September 30, 1988.

51. On or about April 18, 1988, Dirk Ekkehard Zoeller caused MAD to issue purchase order SG 35/88 to F.G. MASON ENGINEERING,

INC., for the purchase of a MICRO-G Programmer, at a cost of \$55,400.00.

52. On or about April 19, 1988, Dirk Ekkehard Zoeller caused MAD to issue purchase order SG 36/88 to F.G. MASON ENGINEERING, INC., for the purchase of four (4) MICRO-G units with certain options, at a total cost of \$356,800.00.

53. On or about April 21, 1988, Dirk Ekkehard Zoeller caused MAD to issue purchase order SG 27/88 to F.G. MASON ENGINEERING, INC., for 360 MICRO-G formatted disks, at a total cost of \$7,596.00.

54. On or about April 22, 1988, Dirk Ekkehard Zoeller sent a letter to F.G. MASON ENGINEERING, INC., notifying FRANCIS G. MASON of the issuance of purchase order SG 35/88.

55. On or about April 22, 1988, Dirk Ekkehard Zoeller sent a letter to F.G. MASON ENGINEERING, INC., notifying FRANCIS G. MASON of the issuance by MAD of purchase order SG 27/88.

56. On or about April 22, 1988, Dirk Ekkehard Zoeller sent a letter to F.G. MASON ENGINEERING, INC., notifying FRANCIS G. MASON of the issuance by MAD of purchase order SG 36/88.

57. On April 22, 1988, Dirk Ekkehard Zoeller sent a letter to F.G. MASON ENGINEERING, INC., notifying FRANCIS G. MASON of the issuance by MAD of purchase order SG 37/88.

58. On or about April 28, 1988, Dirk Ekkehard Zoeller caused MAD to issue purchase order SG 37/88 to F.G. MASON ENGINEERING, INC. for software changes to the MICRO-G, at a total cost of

\$25,600.00.

59. On or about May 2, 1988, Catherine Mason sent a letter to Mr. Bleidt of the West German Ministry of Defense regarding the MICRO-G Test Measurement System quotation.

60. On or about May 4, 1988, Dirk Ekkehard Zoeller caused an F.G. MASON ENGINEERING, INC. invoice for purchase order SG 27/88 to be created, utilizing a typewriter with European style type face and bearing the inked cursive notation "type Monday".

61. On or about May 4, 1988, F.G. MASON ENGINEERING, INC. issued invoice 4398, billing MAD \$7,596.00 for 360 formatted MICRO-G disks.

62. On or about June 1, 1988, F.G. MASON ENGINEERING, INC. issued sales order 4234 for the sale of MICRO-G software enhancements to MAD.

63. On or about June 1, 1988, F.G. MASON ENGINEERING, INC. issued sales order 4322 for the sale of one MICRO-G Programmer to MAD.

64. On or about June 1, 1988, F.G. MASON ENGINEERING, INC. issued sales order 4223, for the sale of four (4) MICRO-G units (Nos. 8, 9, 10 & 11) to MAD.

65. On or about June 9, 1988, MAD caused \$7,596.00 to be wired from outside the State of Connecticut to the account of F.G. MASON ENGINEERING, INC. at the Westport Bank and Trust Company, Westport, Connecticut.

66. On or about June 20, 1988, Catherine Mason caused an F.G.

MASON ENGINEERING, INC. check in the amount of \$7,000.00 payable to Dirk Ekkehard Zoeller to be transmitted from the State of Connecticut to the Federal Republic of Germany, where it was deposited to Zoeller's account at KKB Bank.

67. On or about June 22, 1988, Catherine Mason sent Dirk Ekkehard Zoeller a letter regarding acceptance and testing of four (4) MICRO-G units and the MICRO-G Programmer.

68. On or about August 2, 1988 F.G. MASON ENGINEERING, INC. issued invoice Nos. 4430, 4431, 4434, 4435, 4436, 4437, 4438, 4439, 4440 and 4441 to MAD for service and repair work, including general alignment charges, on TSCM equipment belonging to MAD.

69. On or about August 18, 1988, Catherine Mason sent to Dirk Ekkehard Zoeller at the offices of MAD, Koeln, West Germany, a letter regarding the MICRO-G Test Measurement System.

70. On or about September 6, 1988, F.G. MASON ENGINEERING, INC. issued invoices Nos. 4449, 4452, 4453, 4454, 4455, 4456, 4457, 4458, 4459, 4460 and 4461 to MAD for service and repair work, including general alignment charges, on TSCM equipment belonging to MAD.

71. On or about September 12, 1988, Catherine Mason wrote a note to the file, memorializing a telephone conversation with Dirk Ekkehard Zoeller in which he confirmed that F.G. MASON ENGINEERING, INC. had a firm order from MAD for the MICRO-G Test Measurement System as of that date.

72. On or about September 15, 1988, MAD caused \$54,933.73 to

be transmitted from outside the State of Connecticut to the account of F.G. MASON ENGINEERING, INC. at the Westport Bank and Trust Company, Westport, Connecticut.

73. On or about October 11, 1988, F.G. MASON ENGINEERING, INC. and the West German Bundesamt Fur Wehrtechnik und Beschaffung (Federal Office for Military Technology and Procurement) executed contract number Q/F11E/IO342/I1201, valued at \$403,700.00, for the production by MASON ENGINEERING and delivery to MAD of the MICRO-G Test Measurement System.

74. On or about October 17, 1988, MAD caused \$55,336.49 to be transmitted from outside the State of Connecticut to the account of F.G. MASON ENGINEERING, INC. at the Westport Bank and Trust Company, Westport, Connecticut.

75. On or about October 24, 1988, F.G. MASON ENGINEERING, INC. issued sales order 4353 for the sale of the MICRO-G Test Measurement System to MAD.

76. On or about October 31, 1988, F.G. MASON ENGINEERING, INC. issued invoice 4486 to MAD in the amount of \$55,400.00 for one MICRO-G Programmer.

77. On or about October 31, 1988, F.G. MASON ENGINEERING, INC. issued invoice 4487 to MAD in the amount of \$356,800.00 for four (4) MICRO-G units (Nos. 8, 9, 10 and 11) sold under sales order 4323.

78. On or about November 11, 1988, F.G. MASON ENGINEERING, INC. issued invoice 4464 to MAD in the amount of \$25,600.00 for

MICRO-G software enhancements.

79. On or about November 17, 1988, Dirk Ekkehard Zoeller, on behalf of MAD, and FRANCIS G. MASON, on behalf of F.G. MASON ENGINEERING, INC., signed an agreement at Fairfield, Connecticut, revising the components of the MICRO-G Test Measurement System.

80. On or about November 21, 1988 at Fairfield, Connecticut, Dirk Ekkehard Zoeller executed on behalf of MAD a protocol with F.G. MASON ENGINEERING, INC. regarding the MICRO-G Test Measurement System.

81. On or about November 25, 1988, at Fairfield, Connecticut, Dirk Ekkehard Zoeller signed F.G. MASON ENGINEERING, INC. sales order 4322, indicating his receipt on behalf of MAD of the MICRO-G Programmer.

82. On or about November 29, 1988, at Fairfield, Connecticut, Dirk Ekkehard Zoeller signed F.G. MASON ENGINEERING, INC. sales order 4323, indicating his receipt on behalf of MAD of four (4) MICRO-G units (Nos. 8, 9, 10 and 11).

83. On or about December 12, 1988, Catherine Mason caused an F.G. MASON ENGINEERING, INC. check in the amount of \$19,600.00 payable to Dirk Ekkehard Zoeller to be transmitted from the State of Connecticut to the Federal Republic of Germany, where it was deposited to Zoeller's account at KKB Bank.

84. On or about December 12, 1988, Catherine Mason wrote a notation directing F.G. MASON ENGINEERING, INC.'s bookkeeper to "see FGM re: booking Dirk's check".

85. On or about December 12, 1988, MAD caused \$25,590.00 in payment of invoice 4464 to be wired from outside the State of Connecticut to the account of F.G. MASON ENGINEERING, INC. at the Westport Bank and Trust Company, Westport, Connecticut.

86. On or about January 3, 1989, MAD caused \$55,390.00 in payment of invoice 4486 to be wired from outside the State of Connecticut to the account of F.G. MASON ENGINEERING, INC. at the Westport Bank and Trust Company, Westport, Connecticut.

87. On or about January 3, 1989, MAD caused \$356,790.00 in payment of invoice 4487 to be wired from outside the State of Connecticut to the account of F.G. MASON ENGINEERING, INC. at the Westport Bank and Trust Company, Westport, Connecticut.

88. On or about January 11, 1989, Catherine Mason caused an F.G. MASON ENGINEERING, INC. check in the amount of \$3,404.80 payable to Dirk Ekkehard Zoeller to be transmitted from the State of Connecticut to the Federal Republic of Germany, where it was deposited to Zoeller's account at KKB Bank.

89. On or about and between January 11, 1989 and February 2, 1989, the exact date being unknown, Dirk Ekkehard Zoeller sent a letter to Catherine Mason in which he stated, "... finally I would like to point out that it was agreed upon between your father and me that my 'commission' for everything that is associated with the MICRO-G project will be 13 1/3% (not 13.3%) and that we will split the 'general alignment' amount of the annual TSCM repairs 50:50!"

90. On or about February 1, 1989, FRANCIS G. MASON, on behalf

of F.G. MASON ENGINEERING, INC., and Dirk Ekkehard Zoeller, representing MAD, signed a document releasing ownership from F.G. MASON ENGINEERING, INC. to MAD of certain equipment relating to the MICRO-G Test Measurement System and acknowledging completion of the first milestone on the MICRO-G Test Measurement System contract.

91. On or about February 1, 1989, F.G. MASON ENGINEERING, INC. issued invoice 4522 to MAD in the amount of \$282,590.00, for the first milestone payment on the MICRO-G Test Measurement System.

92. On or about February 2, 1989, Catherine Mason caused an F.G. MASON ENGINEERING, INC. check in the amount of \$7,246.65 payable to Dirk Ekkehard Zoeller to be transmitted from the State of Connecticut to the Federal Republic of Germany, where it was deposited to Zoeller's account at KKB Bank.

93. On or about February 2, 1989, Catherine Mason caused an F.G. MASON ENGINEERING, INC. check in the amount of \$47,573.35 payable to Dirk Ekkehard Zoeller to be transmitted from the State of Connecticut to the Federal Republic of Germany, where it was deposited to Zoeller's account at KKB Bank.


94. On or about March 14, 1989, MAD caused \$282,590.00 to be wired from outside the State of Connecticut to the account of F.G. MASON ENGINEERING, INC. at the Westport Bank and Trust Company, Westport, Connecticut.

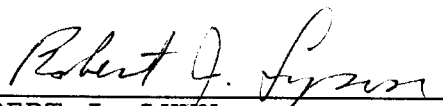
95. On or about March 23, 1989, FRANCIS G. MASON caused an F.G. MASON ENGINEERING, INC. check in the amount of \$37,978.47

payable to Dirk Ekkehard Zoeller to be transmitted from the State of Connecticut to the Federal Republic of Germany, where it was deposited to Zoeller's account at KKB Bank.

96. On or about June 22, 1989, Dirk Ekkehard Zoeller caused Reiner Mahler and Christa Ronisch of Hunstetten, Federal Republic of Germany, to telefax a letter to FRANCIS G. MASON and Catherine Mason, asking them, among other things, to falsely state that the payments made to Dirk Ekkehard Zoeller by F.G. MASON ENGINEERING, INC. had nothing to do with sales made by MASON ENGINEERING to agencies of the Government of the Federal Republic of Germany.

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


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UNITED STATES ATTORNEY
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