

UNITED STATES DISTRICT COURT SCAN INDEX SHEET



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CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
BY *M. M. M. M. M.* DEPUTY

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

November 1994 Grand Jury

UNITED STATES OF AMERICA,

Plaintiff,

v.

PATRICK R. FREGA (1),
aka Patsy Frega, Jr.,
G. DENNIS ADAMS (2),
JAMES A. MALKUS (3),

Defendants.

Criminal Case No. '96 698-

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I N D I C T M E N T

Title 18, U.S.C., Secs. 371,
666(a)(1)(B) and (a)(2) -
Conspiracy to Commit Bribery;
Title 18, U.S.C., Secs. 1341
and 1346 - Mail Fraud; Title 18,
U.S.C., Sec. 1962(c) -
Conducting the Affairs of an
Enterprise Through a Pattern of
Racketeering; Title 18, U.S.C.,
Sec. 2 - Aiding and Abetting

The Grand Jury charges:

Count 1

INTRODUCTORY ALLEGATIONS

At all times material to this indictment:

1. Article VI, Sections 1, 4, and 10, of the Constitution of the State of California provided for a system of state courts, including Superior Courts with original jurisdiction in all civil and criminal cases, except those cases given by statute to other trial courts.

2. Article VI, Section 4, of the Constitution of the State of California authorized Superior Court Judges for each county in the state.

5

1 3. California Superior Court Judges were agents of the
2 State of California, as defined in Title 18, United States Code,
3 Section 666(d)(1), in that they were empowered and authorized to
4 act on behalf of the State of California and to preside over and
5 make dispositive decisions in proceedings in the State Superior
6 Courts.

7 4. Michael I. Greer was a California Superior Court Judge
8 in the County of San Diego who served as Assistant Presiding Judge
9 and Presiding Judge of the State Superior Court in San Diego
10 County during the years from 1987 through 1989.

11 5. The Presiding Judge and Assistant Presiding Judge of the
12 State Superior Court in San Diego County were responsible for,
13 among other things, assigning cases to other Superior Court Judges
14 for trial, motion hearings, and settlement conferences.

15 6. G. Dennis Adams was a California Superior Court Judge in
16 the County of San Diego.

17 7. James A. Malkus was a California Superior Court Judge in
18 the County of San Diego who served as the Supervising Judge in the
19 East County branch of the Superior Court in San Diego County
20 during 1986 and from 1988 through 1993.

21 8. Patrick R. Frega was an attorney admitted to practice
22 law in California who maintained law offices in San Diego County,
23 California.

24 9. James J. Williams, Jr., was the owner and operator of a
25 Jeep automobile dealership, doing business as "Rancho Jeep Eagle,"
26 in San Diego, California, and beginning in May 1990, the owner and
27 operator of an Oldsmobile/Hyundai/Saab automobile dealership,
28

1 doing business as "Rancho Olds Hyundai Saab," in San Diego,
2 California.

3 10. For each of the calendar years from 1983 through 1995,
4 the State of California received in excess of \$10,000.00,
5 annually, under Federal programs involving a grant, contract,
6 subsidy, loan, guarantee, insurance, or other form of Federal
7 assistance.

8 THE CONSPIRACY

9 11. Beginning on a date unknown to the Grand Jury, but from
10 at least as early as the spring of 1983 and continuing up to and
11 including October 10, 1995, within the Southern District of
12 California and elsewhere, defendants PATRICK R. FREGA, aka Patsy
13 Frega, Jr., G. DENNIS ADAMS, and JAMES A. MALKUS, and co-
14 conspirators Michael I. Greer and James J. Williams, Jr., charged
15 elsewhere, did knowingly conspire with each other, and with others
16 to commit offenses against the United States, that is, violations
17 of Title 18, United States Code, Sections 666(a)(1)(B) and (a)(2)
18 (Bribery).

19 12. It was part of the conspiracy that defendant PATRICK R.
20 FREGA and co-conspirator James J. Williams, Jr., corruptly gave,
21 and defendants G. DENNIS ADAMS and JAMES A. MALKUS, and co-
22 conspirator Michael I. Greer corruptly accepted, more than
23 \$100,000.00 in bribe payments which were made and received with
24 the intent to influence and reward California Superior Court
25 Judges in connection with cases in the California State Court
26 system in which defendant PATRICK R. FREGA represented one of the
27 parties or otherwise had an interest.

1 13. It was further a part of the conspiracy that defendants
2 PATRICK R. FREGA, G. DENNIS ADAMS, and JAMES A. MALKUS, and co-
3 conspirators Michael I. Greer and James J. Williams, Jr.,
4 concealed the payment and receipt of bribes and rewards from the
5 people of the State of California, the California Commission on
6 Judicial Performance (hereinafter "Judicial Commission"), and law
7 enforcement authorities.

8 THE METHODS OF THE CONSPIRACY

9 14. Among the methods used to carry out the conspiracy were
10 the following:

11 (a) Defendant PATRICK R. FREGA and co-conspirator James
12 J. Williams, Jr., used Williams' automobile dealerships to make
13 payments for automobile purchases, repairs, and service, and
14 provide rental and "loaner" automobiles for the benefit of
15 defendants G. DENNIS ADAMS and JAMES A. MALKUS, and co-conspirator
16 Michael I. Greer, and their immediate families;

17 (b) Defendant PATRICK R. FREGA made payments to
18 purchase two Toyota automobiles which he gave to members of co-
19 conspirator Michael I. Greer's immediate family;

20 (c) Defendant PATRICK R. FREGA made payments for
21 personal expenses on behalf and for the benefit of one or more of
22 defendants G. DENNIS ADAMS and JAMES A. MALKUS, and co-conspirator
23 Michael I. Greer, for legal services, health club memberships,
24 vacations, computers, "ghost writer" fees, automobile detailing
25 and accessories, moving expenses, furniture, utilities, rent,
26 groceries, and meals;

1 (d) Defendant PATRICK R. FREGA made payments for the
2 salary of defendant JAMES A. MALKUS' son, who was employed by a
3 FREGA client at FREGA'S request;

4 (e) Defendant G. DENNIS ADAMS solicited employment for
5 his daughter with a law firm with which defendant PATRICK R. FREGA
6 was then associated as co-counsel in pending litigation;

7 (f) In exchange for payments and favors from defendant
8 PATRICK R. FREGA and co-conspirator James J. Williams, Jr.,
9 defendants G. DENNIS ADAMS and JAMES A. MALKUS, and co-conspirator
10 Michael I. Greer, took actions regarding defendant PATRICK R.
11 FREGA'S cases in the California State Court system, including
12 assigning cases to judges requested by defendant PATRICK R. FREGA,
13 providing non-public information to defendant PATRICK R. FREGA
14 regarding the status of his cases, giving legal advice to
15 defendant PATRICK R. FREGA regarding his cases, evaluating for
16 defendant PATRICK R. FREGA the monetary settlement value of his
17 cases, reviewing legal documents to be filed in defendant
18 PATRICK R. FREGA'S cases, critiquing mock trials and witness
19 testimony for defendant PATRICK R. FREGA, consolidating separate
20 defendant PATRICK R. FREGA cases into one proceeding at defendant
21 PATRICK R. FREGA'S request, and hearing motions, trials, and
22 settlement conferences in defendant PATRICK R. FREGA'S cases; and

23 (g) Defendants PATRICK R. FREGA, G. DENNIS ADAMS, and
24 JAMES A. MALKUS, and co-conspirators Michael I. Greer and James J.
25 Williams, Jr., filed false Statements of Economic Interests
26 (Form 721) with the State of California, misled opposing attorneys
27 and parties in pending cases, made false statements to California
28 law enforcement authorities and to the Judicial Commission,

1 concealed documents from California and federal law enforcement
2 authorities and the Judicial Commission, and altered and destroyed
3 documents sought by California and federal law enforcement
4 authorities, the Judicial Commission, and the Federal Grand Jury.

5 OVERT ACTS

6 In furtherance of the conspiracy and to effect its objects,
7 the following overt acts, among others, were committed within the
8 Southern District of California, and elsewhere:

- 9 1. From in or about June 1983 to in or about December
10 1983, defendant FREGA represented, without fee,
11 Greer's daughter in Greer v. Kildare, et al. (Case
12 No. 504743).
- 13 2. In or about July 1983, defendant FREGA and Greer
14 prepared a witness to testify in Phenix v. Wesand
15 Corporation, et al. (Case No. 461581), a FREGA
16 case.
- 17 3. From on or about August 16, 1983, to on or about
18 June 24, 1984, defendant FREGA represented, without
19 fee, Greer and his wife in Greer v. Hardesty,
20 et al. (Case No. 507759).
- 21 4. From on or about April 15, 1985, to on or about
22 December 30, 1987, defendant FREGA represented,
23 without fee, Greer and his wife in Greer v. Cypress
24 Volkswagen, et al. (Case No. 539491) (hereinafter
25 "Greer v. Cypress Volkswagen").
- 26 5. On or about May 30, 1985, defendant FREGA and Greer
27 prepared Williams to testify in Security Pacific
28 National Bank v. Williams, et al. (Case No. 457727)

(hereinafter "Security Pacific National Bank v. Williams"), a FREGA case in which trial began before defendant ADAMS on August 19, 1985.

6. On or about June 19, 1985, Greer presided over the settlement of Hood v. Frega, et al. (Case No. 500056), a case in which defendant FREGA was a party.

7. From on or about August 19, 1985, to on or about December 4, 1985, defendant ADAMS presided over the trial in Security Pacific National Bank v. Williams.

8. On or about August 27, 1985, Greer had his Chevrolet Caprice repaired at Rancho Jeep at a cost of \$440.32, later paid by defendant FREGA and Williams.

9. On or about September 3, 1985, defendant FREGA directed an employee to drive defendant MALKUS to Rancho Jeep to obtain a "loaner" car for use while MALKUS' car was being repaired at a different auto repair facility.

10. On or about November 25, 1985, defendant FREGA purchased a 1982 Toyota Corolla for approximately \$3,700.00 and gave it to a daughter of Greer.

11. On or about March 7, 1986, defendant FREGA contributed \$12,870.00 for the purchase of a 1985 Mercedes Benz by Greer through Rancho Jeep.

12. On or about March 28, 1986, defendant ADAMS entered an amended judgment in Security Pacific National

- 1 Bank v. Williams awarding \$5,076,573.90 to
- 2 Williams, who was represented by defendant FREGA.
- 3 13. On or about March 28, 1986, defendant ADAMS
- 4 reserved jurisdiction to determine attorney's fees
- 5 and costs on appeal in Security Pacific National
- 6 Bank v. Williams.
- 7 14. In or about June 1986, defendant FREGA directed the
- 8 payment of \$612.00 for a Cuyamaca Health Club
- 9 membership for Greer.
- 10 15. In or about June 1986, defendant FREGA directed the
- 11 payment of \$612.00 for a Cuyamaca Health Club
- 12 membership for defendant MALKUS.
- 13 16. From on or about June 18, 1986, to on or about
- 14 November 23, 1987, defendant MALKUS presided over
- 15 the trial of Ackerman v. Wiles, Circuit & Tremblay,
- 16 and Michael A. Clark (Case No. 521895) (hereinafter
- 17 "Ackerman v. Wiles, Circuit & Tremblay"), one of
- 18 the consolidated "Dominelli" cases, and a FREGA
- 19 case.
- 20 17. From on or about June 18, 1986, to on or about
- 21 November 23, 1987, defendant MALKUS directed his
- 22 court staff to admit defendant FREGA secretly to
- 23 MALKUS' private chambers during recesses in the
- 24 Ackerman v. Wiles, Circuit & Tremblay trial.
- 25 18. On or about November 12, 1986, defendant ADAMS
- 26 entered an order approving settlement in Ackerman,
- 27 et al. v. Rogers & Wells, et al. (Consolidated Case
- 28

No. 521895 and others), one of the "Dominelli" cases, and a FREGA case.

19. On or before December 23, 1986, defendant FREGA and Greer agreed upon a scheme to obtain more money from FREGA'S opponent in the settlement of Herrington v. Comco Insurance Company, et al. (Case No. 524600) (hereinafter "Herrington v. Comco, Ins."), a FREGA case.

20. On or about December 23, 1986, Greer presided over the settlement of Herrington v. Comco, Ins., and unbeknownst to the opposing party, during the settlement conference followed a script prepared by defendant FREGA to increase the settlement offered to FREGA'S client.

21. On or about February 6, 1987, Greer scheduled Smith and Gillick v. City of San Diego (Case No. 524205) (hereinafter "Smith v. City of San Diego"), a FREGA case, for a special settlement conference before defendant ADAMS.

22. On or about March 16, 1987, defendant FREGA paid \$16,940.67 for a 1986 Saab purchased by Greer through Rancho Jeep.

23. On or about May 4, 1987, defendant FREGA directed a public relations consultant to locate a professional writer to assist defendant ADAMS with a rewrite of his manuscript entitled Bitter Triumph.

- 1 24. On or about May 14, 1987, defendant ADAMS presided
2 over a settlement conference in Smith v. City of
3 San Diego. (See Overt Act No. 21.)
- 4 25. On or about May 18, 1987, defendant ADAMS presided
5 over a settlement conference in Levinson, et al. v.
6 Parkview Company No. 3, et al. (Case No. 542916),
7 one of the "Navajo Park" cases, and a FREGA case.
- 8 26. On or about May 31, 1987, defendant FREGA paid
9 \$500.00 to a professional writer in connection with
10 defendant ADAMS' manuscript, Bitter Triumph.
- 11 27. On or about June 6, 1987, defendant ADAMS and Greer
12 attended a party, as guests of defendant FREGA, on
13 a boat cruise on San Diego Bay.
- 14 28. On or about July 4, 1987, defendant FREGA paid
15 \$1,000.00 to a professional writer in connection
16 with defendant ADAMS' manuscript, Bitter Triumph.
- 17 29. On or about July 8, 1987, defendant FREGA sent
18 defendant ADAMS and Greer the "chronology we
19 discussed" regarding Grobow, et al. v. Dingman,
20 et al. (Case No. 575076), a case in which Greer
21 later presided over settlement and awarded
22 attorney's fees to a law firm assisted by defendant
23 FREGA.
- 24 30. On or about July 10, 1987, defendant FREGA directed
25 an employee to purchase a 1985 Toyota Celica for
26 \$7,611.70 and give it to a daughter of Greer.
- 27 31. On or about July 14, 1987, defendant ADAMS ruled on
28 a cross-complaint in Goff v. Champion Industries,

1 Inc., et al. (Case No. 517883) (hereinafter "Goff
2 v. Champion Industries"), a FREGA case.

3 32. On or about July 20, 1987, defendant FREGA provided
4 airline tickets for travel from Cleveland, Ohio, to
5 San Diego, California, to a professional writer in
6 connection with defendant ADAMS' manuscript, Bitter
7 Triumph.

8 33. On or about July 23, 1987, defendant ADAMS issued a
9 discovery order in Goff v. Champion Industries.
10 (See Overt Act No. 31.)

11 34. On or about July 25, 1987, defendant FREGA paid
12 \$213.36 to a professional writer in connection with
13 defendant ADAMS' manuscript, Bitter Triumph.

14 35. On or about August 3, 1987, Greer assigned
15 Jennings, Engstrand & Henrikson v. MacLarty (Case
16 No. 541099), a FREGA case, to defendant MALKUS as
17 the judge for all purposes.

18 36. On or about August 14, 1987, defendant ADAMS
19 presided over settlement in more than twenty of the
20 "Navajo Park" cases in which defendant FREGA
21 represented parties. (See Overt Act No. 25.)

22 37. On or about September 4, 1987, and October 26,
23 1987, defendant ADAMS presided over settlement
24 conferences in Mosher v. The Equitable Life
25 Assurance Society of the United States, et al.
26 (Case No. 552007), a FREGA case.

27 38. On or about September 21, 1987, Greer presided over
28 a settlement conference in Frega v. Belardo, et al.

(Case No. 576751), a case in which defendant FREGA was a party.

39. On or about September 22, 1987, defendant ADAMS ordered more than a dozen "Navajo Park" FREGA cases consolidated in Hursh v. Parkview Company No. 3, et al. (Case No. 564245) and set trial before ADAMS for August 1, 1988.

40. On or about November 30, 1987, Greer ruled on a petition for compromise of claim in Moore v. Cooley, et al. (Case No. 574323), a FREGA case.

41. On or about December 1, 1987, defendant FREGA gave defendant ADAMS a computer worth more than \$2,000.00.

42. On or about December 15, 1987, Greer had his 1986 Saab repaired at Rancho Jeep at a cost of \$458.88, later paid by defendant FREGA.

43. On or about December 29, 1987, defendant FREGA contributed \$2,235.11, through Williams, for the purchase of a 1988 Dodge Caravan, at cost, by defendant ADAMS' father through Rancho Jeep.

44. On or about December 31, 1987, defendant FREGA paid \$5,000.00 to Volkswagen of America to pay off an obligation owed by Greer pursuant to a judgment entered against Greer's wife on July 7, 1986, in connection with the Greer v. Cypress Volkswagen litigation.

- 1 45. On or about February 9, 1988, defendant ADAMS
2 presided over a settlement conference in Smith v.
3 City of San Diego. (See Overt Act Nos. 21, 24).
4 46. On or about February 18, 1988, defendant MALKUS
5 entered an order finding the settlement as to one
6 of several parties in Smith v. City of San Diego to
7 be in good faith. (See Overt Act Nos. 21, 24, 45.)
8 47. On or about February 23, 1988, Greer ordered Aegea
9 Homeowners Association, Inc. v. Harbor View
10 Corporation, et al. (Case No. 587045) (hereinafter
11 "Aegea I"), a FREGA case, assigned to defendant
12 ADAMS for all purposes.
13 48. On or about April 13, 1988, defendant FREGA wrote
14 separately to Greer and to defendant ADAMS to ask
15 for their "thoughts" regarding Security Pacific
16 National Bank v. Gustafson Lincoln Mercury, Inc.,
17 et al. (Case No. C 434296), a FREGA case.
18 49. On or about June 6, 1988, Greer assigned Smith v.
19 Harcourt, Brace, Jovanovich, Inc., et al. (Case
20 No. 596425) and Webber v. Harcourt, Brace,
21 Jovanovich, Inc., et al. (Case No. 600212)
22 (together, hereinafter the "Seaworld" cases), FREGA
23 cases, to one judge for all purposes.
24 50. On or about June 6, 1988, defendant FREGA made a
25 23-minute telephone call from his cellular phone to
26 Greer's home.
27 51. On or about June 17, 1988, defendant ADAMS presided
28 over settlement as to one of the parties in Smith

1 v. City of San Diego. (See Overt Act Nos. 21, 24,
2 45, 46.)

3 52. On or about June 18, 1988, defendant ADAMS, and
4 Greer and Williams attended a party, as guests of
5 defendant FREGA, on a boat cruise on San Diego Bay.

6 53. On or about June 28, 1988, defendant ADAMS entered
7 an order finding settlement as to the remaining
8 parties in Smith v. City of San Diego to be in good
9 faith. (See Overt Act Nos. 21, 24, 45, 46, 51.)

10 54. On or about August 17, 1988, Greer assigned Aegea
11 Homeowners Association, Inc., v. State Farm Fire
12 and Casualty Company, et al. (Case No. 587046), a
13 FREGA case, for all purposes, to a judge requested
14 by FREGA.

15 55. On or about August 17, 1988, defendant FREGA made a
16 7-minute telephone call from his cellular phone to
17 Greer's home.

18 56. On or about September 6, 1988, defendant MALKUS
19 took his 1981 Cadillac to Marvin K. Brown Cadillac
20 for repairs.

21 57. On or about September 6, 1988, defendant FREGA made
22 one telephone call from his cellular phone to
23 defendant MALKUS' chambers, followed a short time
24 later by two calls from FREGA'S cellular phone to
25 Rancho Jeep.

26 58. On or about September 12, 1988, defendant FREGA
27 made two telephone calls from his cellular phone to
28 Rancho Jeep.

1 59. On or about September 12, 1988, defendant MALKUS
2 had his 1981 Cadillac taken to Rancho Jeep where
3 additional repairs were made at a total cost of
4 \$2,691.93 (including the Marvin K. Brown Cadillac
5 repairs), later paid by defendant FREGA.

6 60. On or about September 13, 1988, while defendant
7 MALKUS' 1981 Cadillac was being repaired at Rancho
8 Jeep, defendant FREGA made a telephone call from
9 his cellular phone to MALKUS' chambers.

10 61. On or about September 23, 1988, defendant FREGA
11 directed an employee to purchase a car cover for
12 defendant ADAMS' Mercedes Benz.

13 62. On or about September 23, 1988, a FREGA employee
14 purchased a car cover for defendant ADAMS' Mercedes
15 Benz for \$183.95 and was later reimbursed by
16 defendant FREGA for this purchase.

17 63. On or about October 4, 1988, defendant FREGA
18 directed an employee to detail defendant ADAMS'
19 Mercedes Benz and deliver the recently purchased
20 car cover to ADAMS.

21 64. On or about October 7, 1988, defendant FREGA
22 directed that an employee pick up and have detailed
23 the Mercedes Benz of a close personal friend of
24 defendant ADAMS, with FREGA later paying \$100.00
25 for this service and charging the expense to the
26 Jennings, Engstrand & Henrikson v. MacLarty case.

27 65. On or about October 7, 1988, defendant FREGA filed
28 a lawsuit on behalf of a plaintiff in Oliver,

1 et al. v. A.O. Reed & Company, et al. (Case No.
2 604538) (hereinafter "Oliver v. A. O. Reed"), a
3 case in which FREGA concealed his role from the
4 public by identifying a different law firm as the
5 plaintiff's lawyer on the complaint filed in the
6 case.

7 66. On or about October 10, 1988, defendant MALKUS had
8 his 1981 Cadillac repaired through Rancho Jeep at a
9 cost of \$334.73, later paid by defendant FREGA.

10 67. On or about October 12, 1988, while defendant
11 MALKUS' 1981 Cadillac was being repaired through
12 Rancho Jeep, defendant FREGA made a telephone call
13 from his cellular phone to MALKUS' chambers.

14 68. On or about October 14, 1988, and October 17, 1988,
15 defendant FREGA directed an employee to set up an
16 apartment to be occupied by defendant ADAMS, with
17 FREGA later reimbursing the employee for expenses
18 incurred in connection with this apartment.

19 69. On or about October 14, 1988, defendant MALKUS had
20 his 1981 Cadillac repaired through Rancho Jeep at a
21 cost of \$363.95, later paid by defendant FREGA.

22 70. On or about October 26, 1988, Greer had two new
23 tires installed on his 1985 Mercedes Benz through
24 Rancho Jeep at a cost of \$220.77, paid by defendant
25 FREGA.

26 71. On or about October 31, 1988, defendant FREGA wrote
27 to one of his employees regarding possible judges
28 for Knott v. Peyer, et al. (Case No. 589053)

(hereinafter "Knott v. Peyer"), a FREGA case, to be requested from Greer, the presiding judge.

72. On or about November 1, 1988, defendant FREGA made three telephone calls from his cellular phone to Greer's chambers.

73. On or about November 21, 1988, and November 28, 1988, defendant MALKUS presided over settlement conferences in Jennings, Engstrand & Henrikson v. MacLarty. (See Overt Act No. 35.)

74. On or about November 28, 1988, defendant FREGA made one telephone call from his cellular phone to Greer's home.

75. On or about November 28, 1988, Greer assigned Knott v. Peyer, for all purposes, to a judge requested by FREGA.

76. On or about December 16, 1988, defendant MALKUS had his 1981 Cadillac repaired at Rancho Jeep at a cost of \$142.00, later paid by defendant FREGA.

77. On or about January 7, 1989, defendant FREGA wrote to Greer regarding the "Seaworld" cases, with no copy to opposing counsel, and requested the assignment of a specific settlement judge. (See Overt Act No. 49.)

78. On or about January 25, 1989, defendant FREGA paid approximately \$255.00 for defendant MALKUS' attendance at an awards banquet.

- 1 79. On or about February 22, 1989, Greer had his 1986
2 Saab repaired at Rancho Jeep at a cost of \$513.16,
3 later paid by defendant FREGA.
- 4 80. On or about March 4, 1989, Williams sold a 1986
5 Mercedes Benz to defendant ADAMS through Rancho
6 Jeep at more than \$1,000.00 below cost.
- 7 81. On or about March 13, 1989, defendant FREGA sent
8 Greer an outline of FREGA'S Aegea I case settlement
9 brief and asked for Greer's "comments or input."
10 (See Overt Act No. 47.)
- 11 82. On or about March 13, 1989, defendant FREGA gave
12 written instructions to an employee to keep
13 defendant ADAMS "apprised" of "what is going on in"
14 the Aegea I case.
- 15 83. On or about March 14, 1989, Greer assigned Goldman
16 v. Parkview Company No. 3, et al. (Case No.
17 597671), a FREGA case, to defendant ADAMS for all
18 purposes.
- 19 84. On or about March 28, 1989, Greer made a 31-minute
20 telephone call from his home to defendant FREGA'S
21 home.
- 22 85. On or about March 29, 1989, Greer assigned Norm
23 Pressley's Truck Center, et al. v. Bank of America,
24 et al. (Case No. 527992) (hereinafter "Pressley v.
25 Bank of America"), a FREGA case, to defendant
26 MALKUS for all purposes.
- 27 86. On or about June 22, 1989, defendant ADAMS attended
28 a mock trial for Romero v. Stevenson, et al.

(Case No. 525789) (hereinafter "Romero v. Stevenson"), a FREGA case, arranged and participated in by FREGA in San Diego.

87. On or about July 12, 1989, Greer, after having presided over four hearings in Romero v. Stevenson, assigned the case to defendant MALKUS for trial.

88. On or about August 20, 1989, defendant FREGA made an 8-minute telephone call from his home to defendant MALKUS' home.

89. On or about August 20, 1989, defendant MALKUS made a 12-minute telephone call from his home to defendant FREGA'S home.

90. From on or about August 21, 1989, to on or about October 13, 1989, defendant MALKUS presided over the trial of Romero v. Stevenson.

91. From on or about August 21, 1989, to on or about October 13, 1989, defendant MALKUS directed his court staff to admit defendant FREGA secretly to MALKUS' private chambers during recesses in the Romero v. Stevenson trial.

92. On or about September 21, 1989, defendant ADAMS presided over a mandatory settlement conference in Aegea I. (See Overt Act Nos. 47, 81, 82.)

93. On or about September 25, 1989, defendant FREGA made a 15-minute telephone call from his home to defendant MALKUS' home.

- 1 94. On or about September 26, 1989, defendant MALKUS
2 heard a motion for summary judgment in Pressley v.
3 Bank of America. (See Overt Act No. 85.)
- 4 95. On or about September 26, 1989, defendant FREGA
5 made a 15-minute telephone call from his home to
6 defendant MALKUS' home.
- 7 96. On or about October 16, 1989, defendant FREGA
8 separately sent a copy of Security Pacific's
9 petition to the California Supreme Court in
10 Security Pacific National Bank v. Williams to
11 defendants ADAMS and MALKUS, and to Greer, "for
12 your review." (See Overt Act Nos. 5, 7, 12, 13.)
- 13 97. On or about October 18, 1989, defendant FREGA
14 directed an employee to pay for and pick up from
15 Jerome's furniture store a new bed for defendant
16 ADAMS at a cost of \$537.14.
- 17 98. On or about October 18, 1989, defendant FREGA
18 directed an employee to deliver the new bed for
19 defendant ADAMS to the Meridian condominium where
20 he was living, with the employee later reimbursed
21 \$614.64 by FREGA for the cost of the bed and
22 delivery.
- 23 99. On or about October 30, 1989, defendant FREGA paid
24 \$2,800.00 for a vacation cruise for a daughter of
25 Greer.
- 26 100. On or about November 15, 1989, defendant FREGA
27 wrote to defendant ADAMS to ask for his "thoughts"
28 regarding the pending appeal in Security Pacific

1 National Bank v. Williams. (See Overt Act Nos. 5,
2 7, 12, 13, 96.)

3 101. On or about November 21, 1989, Greer, having
4 presided over at least five contested motion
5 hearings in I. Berman, Inc. v. McKellar Development
6 of La Jolla, et al. (Case No. 586299) (hereinafter
7 "Berman v. McKellar"), a FREGA case, assigned the
8 case to defendant MALKUS for all purposes.

9 102. On or about November 21, 1989, defendant FREGA made
10 an 18-minute telephone call from his home to
11 Greer's home.

12 103. On or about November 24, 1989, defendant FREGA paid
13 \$1,450.71 for a party at Villa d'Este restaurant
14 for a daughter of Greer.

15 104. On or about December 1, 1989, defendant FREGA wrote
16 separately to defendants ADAMS and MALKUS, and to
17 Greer, to ask for their "thoughts" regarding the
18 pending appeal in Security Pacific National Bank v.
19 Williams. (See Overt Act Nos. 5, 7, 12, 13, 96,
20 100.)

21 105. On or about December 4, 1989, defendant FREGA wrote
22 separately to defendant ADAMS and to Greer to ask
23 for their "thoughts" regarding the pending appeal
24 in Security Pacific National Bank v. Williams.

25 106. On or about December 26, 1989, defendant FREGA
26 wrote to defendant ADAMS to inform ADAMS that the
27 California Supreme Court had denied further review
28 of ADAMS' decision in Security Pacific National

1 Bank v. Williams, and stated to ADAMS: "it looks
2 like we've all been vindicated. ... You will not
3 be forgotten not only by the undersigned 'Court
4 Jester' but, if you can believe it, Jim Williams."

5 107. On or about December 26, 1989, defendant FREGA made
6 two telephone calls from his cellular phone to
7 Greer's and defendant MALKUS' chambers, and one
8 call from FREGA'S home phone to Greer's home.

9 108. On or about February 4, 1990, defendant ADAMS
10 attended a dinner at Villa d'Este restaurant
11 organized and paid for by defendant FREGA and
12 Williams, to celebrate their receipt of more than
13 \$7,000,000.00 based on the decision by ADAMS in the
14 Security Pacific National Bank v. Williams case.
15 (See Overt Act Nos. 5, 7, 12, 13, 96, 100, 104-
16 106.)

17 109. On or about February 9, 1990, defendant ADAMS had
18 his 1986 Mercedes Benz repaired and had new tires
19 installed at Rancho Jeep at a cost of \$2,648.71,
20 including \$419.30 for an Enterprise rental car, all
21 later paid by Williams.

22 110. On or about February 14, 1990, defendant FREGA made
23 a telephone call from his home to defendant MALKUS'
24 home.

25 111. On or about February 15, 1990, defendant FREGA made
26 a telephone call from his cellular phone to
27 defendant MALKUS' chambers.
28

112. On or about February 15, 1990, defendant MALKUS entered a judgment in Romero v. Stevenson awarding \$3,094,012.50 to the plaintiff, who was represented by defendant FREGA. (See Overt Act Nos. 86, 87, 90, 91).

113. On or about March 5, 1990, defendant ADAMS had his 1983 Oldsmobile repaired at Rancho Olds at a cost of \$601.14, later paid by Williams.

114. On or about March 22, 1990, Williams sold defendant ADAMS a 1988 Jeep for ADAMS' daughter, virtually at cost, with defendant FREGA later contributing more than \$4,000.00 of the purchase price.

115. On or about March 27, 1990, defendant ADAMS had his 1982 Mercedes Benz repaired at Rancho Jeep at a cost of \$1,867.69, later paid by Williams.

116. On or about April 2, 1990, defendant ADAMS had his 1982 Mercedes Benz repaired at Rancho Jeep at a cost of \$753.36, later paid by Williams.

117. On or about May 21, 1990, defendant FREGA made a telephone call from his cellular phone to defendant MALKUS' chambers.

118. On or about May 22, 1990, defendant FREGA made a telephone call from his cellular phone to defendant MALKUS' chambers.

119. On or about May 22, 1990, defendant MALKUS entered an amended judgment in Romero v. Stevenson awarding an additional \$1,252,298.00 in interest and \$83,491.78 in costs to the plaintiff, who was

represented by defendant FREGA. (See Overt Act Nos. 86, 87, 90, 91, 112.)

120. On or about June 22, 1990, Greer ordered separate FREGA cases consolidated for trial in Oliver v. A. O. Reed. (See Overt Act No. 65.)

121. On or about July 27, 1990, Greer had his 1986 Saab repaired at Rancho Olds at a cost of \$745.42, later paid by defendant FREGA.

122. On or about August 2, 1990, Greer had his 1986 Saab repaired at Rancho Olds at a cost of \$1,213.71, later paid by defendant FREGA.

123. In or about August 1990, defendant FREGA arranged for a former client to hire a son of defendant MALKUS.

124. On or about August 23, 1990, defendant FREGA paid \$2,400.00 to his former client toward the wages of defendant MALKUS' son.

125. On or about September 7, 1990, Greer ruled on a motion for summary judgment in Oliver v. A. O. Reed. (See Overt Act Nos. 65, 120.)

126. On or about October 2, 1990, defendant FREGA paid \$2,500.00 to his former client toward the wages of defendant MALKUS' son.

127. On or about October 15, 1990, Greer had his 1985 Mercedes Benz repaired through Rancho Jeep at a cost of \$2,395.00, later paid by defendant FREGA.

1 128. On or about October 26, 1990, defendant MALKUS
2 presided over a motion hearing in Berman v.
3 McKellar. (See Overt Act No. 101.)

4 129. On or about October 27, 1990, defendant ADAMS had
5 his daughter's 1988 Jeep repaired at Rancho Jeep at
6 a cost of \$587.24, later paid by Williams.

7 130. On or about October 30, 1990, defendant FREGA paid
8 \$2,500.00 to his former client toward the wages of
9 defendant MALKUS' son.

10 131. On or about November 15, 1990, defendant MALKUS
11 ruled on motions in Berman v. McKellar. (See Overt
12 Act Nos. 101, 128.)

13 132. From on or about November 28, 1990, to on or about
14 February 11, 1991, defendant MALKUS presided over
15 the trial in Pressley v. Bank of America. (See
16 Overt Act Nos. 84, 85, 94.)

17 133. From on or about November 28, 1990, to on or about
18 February 11, 1991, defendant MALKUS directed his
19 court staff to admit defendant FREGA secretly to
20 MALKUS' private chambers during recesses in the
21 Pressley v. Bank of America trial.

22 134. On or about December 4, 1990, defendant FREGA paid
23 \$2,500.00 to his former client toward the wages of
24 defendant MALKUS' son.

25 135. On or about February 13, 1991, defendant FREGA
26 invited defendant ADAMS to a San Diego Trial
27 Lawyers dinner relating to Romero v. Stevenson,
28 which FREGA described as "a case where [ADAMS]

1 played a significant role in the result." (See
2 Overt Act Nos. 86, 87, 90, 91, 112, 119.)

3 136. On or about March 21, 1991, defendant FREGA wrote
4 to defendant ADAMS and requested the use of ADAMS'
5 courtroom for a mock trial for Berman v. McKellar.
6 (See Overt Act Nos. 101, 128, 131.)

7 137. On or about April 30, 1991, Greer had his 1986 Saab
8 repaired at Rancho Olds at a cost of \$748.92, later
9 paid by defendant FREGA.

10 138. On or about May 7, 1991, defendant ADAMS had his
11 1982 Mercedes Benz repaired and detailed at Rancho
12 Jeep at a cost of \$511.82, later paid by defendant
13 FREGA.

14 139. On or about May 10, 1991, Greer had his 1986 Saab
15 repaired at Rancho Olds at a cost of \$558.79, later
16 paid by defendant FREGA.

17 140. On or about August 1, 1991, defendant ADAMS
18 solicited and obtained employment for his daughter
19 with a law firm with which defendant FREGA was co-
20 counsel in the case of Berman v. McKellar. (See
21 Overt Act Nos. 101, 128, 131, 136).

22 141. From on or about August 19, 1991, through in or
23 about June 1993, defendant ADAMS' daughter received
24 \$36,040.73 from her law firm employment.

25 142. On or about September 13, 1991, defendant FREGA
26 separately wrote to defendant ADAMS and Greer
27 regarding Berman v. McKellar, and asked for their
28 opinion as to whether the information enclosed

1 therein would help settle the case. (See Overt Act
2 Nos. 101, 128, 131, 136, 140.)

3 143. On or about September 30, 1991, defendant ADAMS
4 ordered, and agreed to preside over, a mandatory
5 settlement conference to be held before him on
6 October 3 and 4, 1991, in Berman v. McKellar.

7 144. On or about October 3, 1991, and October 4, 1991,
8 defendant ADAMS presided over settlement
9 conferences in Berman v. McKellar resulting in a
10 settlement worth approximately \$2,000,000.00 to the
11 parties represented by defendant FREGA and his co-
12 counsel.

13 145. On or about October 10, 1991, defendant FREGA used
14 his credit card to obtain an Enterprise rental car
15 for use by defendant ADAMS' daughter.

16 146. On or about October 10, 1991, defendant MALKUS
17 issued a decision in Pressley v. Bank of America
18 awarding \$4,142,000.00 to the plaintiff, who was
19 represented by defendant FREGA. (See Overt Act
20 Nos. 85, 94, 132, 133.)

21 147. On or about November 1, 1991, defendant ADAMS
22 falsely told the Judicial Commission that defendant
23 FREGA had not appeared before ADAMS nor had a case
24 before ADAMS since 1987.

25 148. On or about November 5, 1991, Greer falsely told
26 the Judicial Commission that neither defendant
27 FREGA nor any partner or associate of FREGA had
28 ever appeared in front of Greer.

149. On or about November 6, 1991, Greer had his 1990 Saab repaired at Rancho Jeep at a cost of \$514.59, later paid by Williams.
150. On or about November 14, 1991, defendant ADAMS falsely told the Judicial Commission that defendant FREGA had last appeared before ADAMS in 1984.
151. On or about November 15, 1991, defendant FREGA made a payment, through Rancho Jeep, of \$1,063.53 for an Enterprise rental car used by a daughter of defendant ADAMS.
152. On or about December 9, 1991, defendant FREGA paid \$1,500.00 for the repair of a 1988 Jeep belonging to defendant ADAMS' daughter at Rancho Jeep.
153. On or about December 11, 1991, defendant FREGA contributed \$5,249.21, through Williams, for a 1990 Saab purchased by Greer from Rancho Jeep.
154. On or about December 26, 1991, defendant ADAMS falsely told the Judicial Commission that ADAMS had not received anything of value from defendant FREGA or Williams in 1991.
155. On or about February 21, 1992, defendant ADAMS presided over a settlement conference in Oliver v. A. O. Reed. (See Overt Act Nos. 65, 120, 125.)
156. On or about February 24, 1992, defendant FREGA, through Williams, made a payment of \$882.08 for the repair of Greer's 1990 Saab at Rancho Jeep.

1 157. In or about mid-1992, defendant MALKUS removed
2 documents relating to FREGA cases from his court's
3 official minute books.

4 158. In or about mid-1992, defendant MALKUS directed
5 Superior Court personnel to "get rid of" his
6 court's official minute books.

7 159. In or about mid-1992, Greer directed his court
8 bailiff to take his court's official minute books
9 to Greer's car so that Greer could take them home.

10 160. In or about mid-1992, defendant ADAMS directed
11 Superior Court personnel to take his court's
12 official minute books to ADAMS' car.

13 161. On or about May 3, 1993, Greer falsely told the
14 Judicial Commission that Greer's bills at Williams'
15 automobile dealerships were charged to defendant
16 FREGA'S account only to give FREGA credit for
17 bringing in the business, and that Greer reimbursed
18 FREGA for the charges.

19 162. On or about November 10, 1993, defendant MALKUS
20 falsely told the Judicial Commission that he had no
21 knowledge of automobile repair bills paid for him
22 by defendant FREGA or Williams.

23 163. On or about October 10, 1995, defendant FREGA
24 induced Williams to cause false and fraudulent
25 documents to be submitted to the Federal Grand
26 Jury.

27 All in violation of Title 18, United States Code, Section 371.
28

Counts 2 through 17

1. Paragraphs 1 through 10 of Count 1 are hereby realleged and incorporated by reference.

2. Beginning on a date unknown to the Grand Jury, but from at least as early as November 18, 1988, and continuing up to and including July 20, 1995, within the Southern District of California, and elsewhere, defendants PATRICK R. FREGA, aka Patsy Frega, Jr., G. DENNIS ADAMS, and JAMES A. MALKUS, together with Michael I. Greer and James J. Williams, Jr., charged elsewhere, and others did knowingly devise and intend to devise a scheme and artifice to defraud the people of the State of California by depriving them of their right to the honest services of Judges of the State Superior Court in San Diego County performed free from bribery, undue influence, and deceit.

3. It was part of the scheme to defraud that defendant PATRICK R. FREGA and James J. Williams, Jr., corruptly gave, and defendants G. DENNIS ADAMS and JAMES A. MALKUS, and Michael I. Greer corruptly accepted, more than \$100,000.00 in bribe payments which were made and received with the intent to influence and reward California Superior Court Judges in connection with cases in the California State Court system in which defendant PATRICK R. FREGA represented one of the parties or otherwise had an interest.

4. It was further a part of the scheme to defraud that defendants PATRICK R. FREGA, G. DENNIS ADAMS, and JAMES A. MALKUS, and Michael I. Greer and James J. Williams, Jr., concealed the payment and receipt of bribes and rewards from the people of California, the Judicial Commission, and law enforcement authorities.

1 5. Among the methods used to carry out the scheme to defraud
2 were the following:

3 (a) Defendant PATRICK R. FREGA and James J. Williams,
4 Jr., used Williams' automobile dealerships to make payments for
5 automobile purchases, repairs, and service, and provided rental
6 and "loaner" automobiles for the benefit of defendants G. DENNIS
7 ADAMS and JAMES A. MALKUS, and Michael I. Greer, and their
8 immediate families;

9 (b) Defendant PATRICK R. FREGA made payments to purchase
10 two Toyota automobiles which he gave to members of Michael I.
11 Greer's immediate family;

12 (c) Defendant PATRICK R. FREGA made payments for
13 personal expenses on behalf and for the benefit of one or more of
14 defendants G. DENNIS ADAMS and JAMES A. MALKUS, and Michael I.
15 Greer, for legal services, health club memberships, vacations,
16 computers, "ghost writer" fees, automobile detailing and
17 accessories, moving expenses, furniture, utilities, rent,
18 groceries, and meals;

19 (d) Defendant PATRICK R. FREGA made payments for the
20 salary of defendant JAMES A. MALKUS' son, who was employed by a
21 FREGA client at FREGA'S request;

22 (e) Defendant G. DENNIS ADAMS solicited employment for
23 his daughter with a law firm with which defendant PATRICK R. FREGA
24 was then associated as co-counsel in pending litigation;

25 (f) In exchange for payments and favors from defendant
26 PATRICK R. FREGA and James J. Williams, Jr., defendants G. DENNIS
27 ADAMS and JAMES A. MALKUS, and Michael I. Greer took actions
28 regarding defendant PATRICK R. FREGA'S cases in the California

1 State Court system, including assigning cases to judges requested
2 by defendant PATRICK R. FREGA, providing non-public information to
3 defendant PATRICK R. FREGA regarding the status of his cases,
4 giving legal advice to defendant PATRICK R. FREGA regarding his
5 cases, evaluating for defendant PATRICK R. FREGA the monetary
6 settlement value of his cases, reviewing legal documents to be
7 filed in defendant PATRICK R. FREGA'S cases, critiquing mock
8 trials and witness testimony for defendant PATRICK R. FREGA,
9 consolidating separate defendant PATRICK R. FREGA cases into one
10 proceeding at defendant PATRICK R. FREGA'S request, and hearing
11 motions, trials, and settlement conferences in defendant
12 PATRICK R. FREGA'S cases; and

13 (g) Defendants PATRICK R. FREGA, G. DENNIS ADAMS, and
14 JAMES A. MALKUS, and Michael I. Greer and James J. Williams, Jr.,
15 filed false Statements of Economic Interests (Form 721) with the
16 State of California, misled opposing attorneys and parties in
17 pending cases, made false statements to California law enforcement
18 authorities and to the Judicial Commission, concealed documents
19 from California and federal law enforcement authorities and the
20 Judicial Commission, and altered and destroyed documents sought by
21 California and federal law enforcement authorities, the Judicial
22 Commission, and the Federal Grand Jury.

23 6. On or about the dates set forth below, within the
24 Southern District of California, defendants PATRICK R. FREGA,
25 G. DENNIS ADAMS, and JAMES A. MALKUS, for the purpose of executing
26 and attempting to execute the aforementioned scheme to defraud,
27 did cause to be placed in a United States Post Office or other
28 authorized depository for mail matter, items to be delivered by

the United States Mail according to the directions thereon, as set forth below:

<u>COUNT</u>	<u>DATE</u>	<u>MAIL MATTER</u>	<u>ADDRESS</u>
2	May 31, 1991	Notice of Case Management Conference; Case No. 604538	401 West "A" Street Suite 2000 San Diego, CA
3	Aug 26, 1991	Notice of Change of Address; Case No. 604538	550 West "C" Street Suite 1890 San Diego, CA
4	Sep 30, 1991	Ex Parte Application for Appointment of Settlement Judge; Case No. 586299	19100 Von Karman Suite 450 Irvine, CA
5	Sep 30, 1991	Declaration of Plaintiff's Counsel; Case No. 586299	19100 Von Karman Suite 450 Irvine, CA
6	Oct 10, 1991	Memorandum of Proposed Decision; Case No. 527922	725 South Figueroa Street, Suite 1200 Los Angeles, CA
7	Oct 25, 1991	Request for Dismissal; Case No. 586299	19100 Von Karman Suite 450 Irvine, CA
8	Nov 1, 1991	Letter from G. Dennis Adams	Commission on Judicial Performance San Francisco, CA
9	Nov 5, 1991	Letter from Michael I. Greer	Commission on Judicial Performance San Francisco, CA
10	Nov 14, 1991	Letter from G. Dennis Adams	Commission on Judicial Performance San Francisco, CA
11	Nov 26, 1991	Order; Case No. 527922	725 South Figueroa Street, Suite 1200 Los Angeles, CA
12	Dec 26, 1991	Letter from G. Dennis Adams	Commission on Judicial Performance San Francisco, CA

34

Count 18

1. Paragraphs 1 through 10 of Count 1 are hereby realleged and incorporated by reference.

2. At all times material to this indictment, Section 92 of the California Penal Code provided, in pertinent part, that:

Every person who gives or offers to give a bribe to any judicial officer ... with intent to influence his vote, opinion, or decision upon any matter or question which is or may be brought before him for decision [is guilty of a crime].

3. At all times material to this indictment, Section 7(6) of the California Penal Code provided:

The word "bribe" signifies anything of value or advantage, present or prospective, or any promise or undertaking to give any, asked, given, or accepted, with a corrupt intent to influence, unlawfully, the person to whom it is given, in his or her action, vote, or opinion, in any public or official capacity.

4. At all times material to this indictment, a violation of California Penal Code Section 92 was punishable by imprisonment for more than one year under California law and constituted "racketeering activity," as defined in Title 18, United States Code, Section 1961(1)(A).

THE RACKETEERING OFFENSE

5. At all times material to this indictment, defendant PATRICK R. FREGA operated a professional corporation under the laws of the State of California, variously doing business as "Patrick R. Frega, A Professional Corporation," "Patrick R. Frega, Counselor at Law," "The Law Offices of Patrick R. Frega," and "Frega and Tiffany," which constituted an "enterprise" as defined in Title 18, United States Code, Section 1961(4).

1 6. Beginning on a date unknown to the Grand Jury, but from
2 at least as early as the spring of 1983 and continuing up to and
3 including February 24, 1992, within the Southern District of
4 California, and elsewhere, defendant PATRICK R. FREGA, aka
5 Patsy Frega, Jr., being associated with the enterprise described
6 above, did knowingly conduct and participate in, directly and
7 indirectly, the affairs of that enterprise, which was engaged in,
8 and the activities of which affected, interstate commerce, through
9 a pattern of racketeering activity, as defined in Title 18, United
10 States Code, Sections 1961(1) and 1961(5), consisting of multiple
11 acts of bribery of California Superior Court Judges, as set forth
12 below, in violation of California Penal Code, Section 92.

13 THE PATTERN OF RACKETEERING ACTIVITY

14 7. The pattern of racketeering activity, as defined in
15 Title 18, United States Code, Sections 1961(1) and 1961(5),
16 consisted of the following acts:

17 Racketeering Act One

18 8. On or about November 25, 1985, within the Southern
19 District of California, defendant PATRICK R. FREGA, aka Patsy
20 Frega, Jr., did knowingly give and offer to give a bribe, as
21 defined in Section 7(6) of the California Penal Code, in the form
22 of a 1982 Toyota Corolla worth approximately \$3,700.00, to
23 California Superior Court Judge Michael I. Greer, then a judicial
24 officer of the State of California, with the intent to corruptly
25 influence him in his decision, opinion, or vote in an official
26 capacity; in violation of Section 92 of the California Penal Code.

Racketeering Act Two

9. On or about March 7, 1986, within the Southern District of California, defendant PATRICK R. FREGA, aka Patsy Frega, Jr., did knowingly give and offer to give a bribe, as defined in Section 7(6) of the California Penal Code, in the form of a \$12,870.00 payment toward the purchase price of a 1985 Mercedes Benz, to California Superior Court Judge Michael I. Greer, then a judicial officer of the State of California, with the intent to corruptly influence him in his decision, opinion, or vote in an official capacity; in violation of Section 92 of the California Penal Code.

Racketeering Act Three

10. In or about June 1986, within the Southern District of California, defendant PATRICK R. FREGA, aka Patsy Frega, Jr., did knowingly give and offer to give a bribe, as defined in Section 7(6) of the California Penal Code, in the form of a Cuyamaca Health Club membership, to California Superior Court Judge James A. Malkus, then a judicial officer of the State of California, with the intent to corruptly influence him in his decision, opinion, or vote in an official capacity; in violation of Section 92 of the California Penal Code.

Racketeering Act Four

11. On or about March 16, 1987, within the Southern District of California, defendant PATRICK R. FREGA, aka Patsy Frega, Jr., did knowingly give and offer to give a bribe, as defined in Section 7(6) of the California Penal Code, in the form of a \$16,940.67 payment toward the purchase price of a 1986 Saab, to California Superior Court Judge Michael I. Greer, then a judicial

1 officer of the State of California, with the intent to corruptly
2 influence him in his decision, opinion, or vote in an official
3 capacity; in violation of Section 92 of the California Penal Code.

4 Racketeering Act Five

5 12. From on or about May 31, 1987, to on or about July 25,
6 1987, within the Southern District of California, and elsewhere,
7 defendant PATRICK R. FREGA, aka Patsy Frega, Jr., did knowingly
8 give and offer to give a bribe, as defined in Section 7(6) of the
9 California Penal Code, in the form of payments of more than
10 \$2,000.00 to a professional writer in connection with G. Dennis
11 Adams' manuscript, Bitter Triumph, to California Superior Court
12 Judge G. Dennis Adams, then a judicial officer of the State of
13 California, with the intent to corruptly influence him in his
14 decision, opinion, or vote in an official capacity; in violation
15 of Section 92 of the California Penal Code.

16 Racketeering Act Six

17 13. On or about July 10, 1987, within the Southern District
18 of California, defendant PATRICK R. FREGA, aka Patsy Frega, Jr.,
19 did knowingly give and offer to give a bribe, as defined in
20 Section 7(6) of the California Penal Code, in the form of a 1985
21 Toyota Celica worth approximately \$7,611.70, to California
22 Superior Court Judge Michael I. Greer, then a judicial officer of
23 the State of California, with the intent to corruptly influence
24 him in his decision, opinion, or vote in an official capacity; in
25 violation of Section 92 of the California Penal Code.

26 Racketeering Act Seven

27 14. In or about December 1987, within the Southern District
28 of California, defendant PATRICK R. FREGA, aka Patsy Frega, Jr.,

1 did knowingly give and offer to give a bribe, as defined in
2 Section 7(6) of the California Penal Code, in the form of a lap
3 top computer worth more than \$2,000.00 to California Superior
4 Court Judge G. Dennis Adams, then a judicial officer of the State
5 of California, with the intent to corruptly influence him in his
6 decision, opinion, or vote in an official capacity; in violation
7 of Section 92 of the California Penal Code.

8 Racketeering Act Eight

9 15. On or about December 29, 1987, within the Southern
10 District of California, defendant PATRICK R. FREGA, aka Patsy
11 Frega, Jr., did knowingly give and offer to give a bribe, as
12 defined in Section 7(6) of the California Penal Code, in the form
13 of a \$2,235.11 payment toward the purchase price of a 1988 Dodge
14 Caravan, to California Superior Court Judge G. Dennis Adams, then
15 a judicial officer of the State of California, with the intent to
16 corruptly influence him in his decision, opinion, or vote in an
17 official capacity; in violation of Section 92 of the California
18 Penal Code.

19 Racketeering Act Nine

20 16. On or about December 31, 1987, within the Southern
21 District of California, defendant PATRICK R. FREGA, aka Patsy
22 Frega, Jr., did knowingly give and offer to give a bribe, as
23 defined in Section 7(6) of the California Penal Code, in the form
24 of payment of a \$5,000.00 obligation owed to Volkswagen of America
25 by Michael I. Greer, to California Superior Court Judge Michael I.
26 Greer, then a judicial officer of the State of California, with
27 the intent to corruptly influence him in his decision, opinion, or
28

1 vote in an official capacity; in violation of Section 92 of the
2 California Penal Code.

3 Racketeering Act Ten

4 17. On or about September 12, 1988, within the Southern
5 District of California, defendant PATRICK R. FREGA, aka Patsy
6 Frega, Jr., did knowingly give and offer to give a bribe, as
7 defined in Section 7(6) of the California Penal Code, in the form
8 of a \$2,691.93 payment toward the cost of repairs for a 1981
9 Cadillac, to California Superior Court Judge James A. Malkus, then
10 a judicial officer of the State of California, with the intent to
11 corruptly influence him in his decision, opinion, or vote in an
12 official capacity; in violation of Section 92 of the California
13 Penal Code.

14 Racketeering Act Eleven

15 18. Between on or about October 10, 1988, and on or about
16 October 14, 1988, within the Southern District of California,
17 defendant PATRICK R. FREGA, aka Patsy Frega, Jr., did knowingly
18 give and offer to give a bribe, as defined in Section 7(6) of the
19 California Penal Code, in the form of payments totaling \$698.68
20 for repairs for a 1981 Cadillac, to California Superior Court
21 Judge James A. Malkus, then a judicial officer of the State of
22 California, with the intent to corruptly influence him in his
23 decision, opinion, or vote in an official capacity; in violation
24 of Section 92 of the California Penal Code.

25 Racketeering Act Twelve

26 19. On or about October 30, 1989, within the Southern
27 District of California, and elsewhere, defendant PATRICK R. FREGA,
28 aka Patsy Frega, Jr., did knowingly give and offer to give a

1 bribe, as defined in Section 7(6) of the California Penal Code, in
2 the form of payment of approximately \$2,800.00 for a vacation
3 cruise for a daughter of Michael I. Greer, to California Superior
4 Court Judge Michael I. Greer, then a judicial officer of the State
5 of California, with the intent to corruptly influence him in his
6 decision, opinion, or vote in an official capacity; in violation
7 of Section 92 of the California Penal Code.

8 Racketeering Act Thirteen

9 20. On or about November 24, 1989, within the Southern
10 District of California, defendant PATRICK R. FREGA, aka Patsy
11 Frega, Jr., did knowingly give and offer to give a bribe, as
12 defined in Section 7(6) of the California Penal Code, in the form
13 of a payment of \$1,450.71 for a party at Villa d'Este restaurant
14 for a daughter of Michael I. Greer, to California Superior Court
15 Judge Michael I. Greer, then a judicial officer of the State of
16 California, with the intent to corruptly influence him in his
17 decision, opinion, or vote in an official capacity; in violation
18 of Section 92 of the California Penal Code.

19 Racketeering Act Fourteen

20 21. On or about February 9, 1990, within the Southern
21 District of California, defendant PATRICK R. FREGA, aka Patsy
22 Frega, Jr., did knowingly give and offer to give a bribe, as
23 defined in Section 7(6) of the California Penal Code, in the form
24 of payments totaling \$2,648.71 for repairs, new tires, and use of
25 a rental car relating to a 1986 Mercedes Benz, to California
26 Superior Court Judge G. Dennis Adams, then a judicial officer of
27 the State of California, with the intent to corruptly influence
28

1 him in his decision, opinion, or vote in an official capacity; in
2 violation of Section 92 of the California Penal Code.

3 Racketeering Act Fifteen

4 22. On or about March 22, 1990, within the Southern District
5 of California, defendant PATRICK R. FREGA, aka Patsy Frega, Jr.,
6 did knowingly give and offer to give a bribe, as defined in
7 Section 7(6) of the California Penal Code, in the form of the sale
8 of a 1988 Jeep by James J. Williams, Jr. at cost and an additional
9 payment by defendant FREGA of more than \$4,000.00 toward the
10 purchase price of the Jeep, to California Superior Court Judge G.
11 Dennis Adams, then a judicial officer of the State of California,
12 with the intent to corruptly influence him in his decision,
13 opinion, or vote in an official capacity; in violation of
14 Section 92 of the California Penal Code.

15 Racketeering Act Sixteen

16 23. On or about March 27, 1990, within the Southern District
17 of California, defendant PATRICK R. FREGA, aka Patsy Frega, Jr.,
18 did knowingly give and offer to give a bribe, as defined in
19 Section 7(6) of the California Penal Code, in the form of payment
20 of \$1,867.69 for repairs for a 1982 Mercedes Benz, to California
21 Superior Court Judge G. Dennis Adams, then a judicial officer of
22 the State of California, with the intent to corruptly influence
23 him in his decision, opinion, or vote in an official capacity; in
24 violation of Section 92 of the California Penal Code.

25 Racketeering Act Seventeen

26 24. On or about July 27 and August 2, 1990, within the
27 Southern District of California, defendant PATRICK R. FREGA, aka
28 Patsy Frega, Jr., did knowingly give and offer to give a bribe, as

1 defined in Section 7(6) of the California Penal Code, in the form
2 of payment of \$1,959.13 for repairs for a 1986 Saab, to California
3 Superior Court Judge Michael I. Greer, then a judicial officer of
4 the State of California, with the intent to corruptly influence
5 him in his decision, opinion, or vote in an official capacity; in
6 violation of Section 92 of the California Penal Code.

7 Racketeering Act Eighteen

8 25. From in or about August 1990 to in or about January 1991,
9 within the Southern District of California, defendant PATRICK R.
10 FREGA, aka Patsy Frega, Jr., did knowingly give and offer to give
11 a bribe, as defined in Section 7(6) of the California Penal Code,
12 in the form of payment of approximately \$9,900.00 toward the wages
13 of a son of James A. Malkus, to California Superior Court Judge
14 James A. Malkus, then a judicial officer of the State of
15 California, with the intent to corruptly influence him in his
16 decision, opinion, or vote in an official capacity; in violation
17 of Section 92 of the California Penal Code.

18 Racketeering Act Nineteen

19 26. On or about October 15, 1990, within the Southern
20 District of California, defendant PATRICK R. FREGA, aka Patsy
21 Frega, Jr., did knowingly give and offer to give a bribe, as
22 defined in Section 7(6) of the California Penal Code, in the form
23 of payment of \$2,395.00 for repairs for a 1985 Mercedes Benz, to
24 California Superior Court Judge Michael I. Greer, then a judicial
25 officer of the State of California, with the intent to corruptly
26 influence him in his decision, opinion, or vote in an official
27 capacity; in violation of Section 92 of the California Penal Code.
28

Racketeering Act Twenty

27. On or about November 15, 1991, within the Southern District of California, defendant PATRICK R. FREGA, aka Patsy Frega, Jr., did knowingly give and offer to give a bribe, as defined in Section 7(6) of the California Penal Code, in the form of payment of a \$1,063.53 bill for a rental car used by a daughter of G. Dennis Adams, to California Superior Court Judge G. Dennis Adams, then a judicial officer of the State of California, with the intent to corruptly influence him in his decision, opinion, or vote in an official capacity; in violation of Section 92 of the California Penal Code.

Racketeering Act Twenty-one

28. On or about December 9, 1991, within the Southern District of California, defendant PATRICK R. FREGA, aka Patsy Frega, Jr., did knowingly give and offer to give a bribe, as defined in Section 7(6) of the California Penal Code, in the form of payment of \$1,500.00 for repairs for a 1988 Jeep, to California Superior Court Judge G. Dennis Adams, then a judicial officer of the State of California, with the intent to corruptly influence him in his decision, opinion, or vote in an official capacity; in violation of Section 92 of the California Penal Code.

Racketeering Act Twenty-two

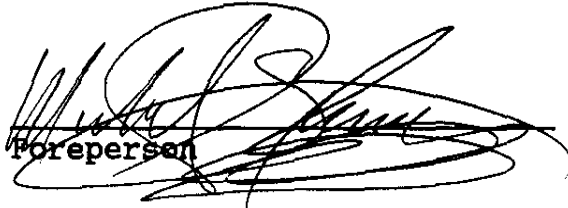
29. On or about December 11, 1991, within the Southern District of California, defendant PATRICK R. FREGA, aka Patsy Frega, Jr., did knowingly give and offer to give a bribe, as defined in Section 7(6) of the California Penal Code, in the form of the sale of a 1990 Saab by James J. Williams, Jr., with payment by defendant FREGA of \$5,249.21 towards the purchase price of the

1 Saab, to California Superior Court Judge Michael I. Greer, then a
2 judicial officer of the State of California, with the intent to
3 corruptly influence him in his decision, opinion, or vote in an
4 official capacity; in violation of Section 92 of the California
5 Penal Code.


6 All in violation of Title 18, United States Code,
7 Section 1962(c).

8 DATED: April 9, 1996.

9 A TRUE BILL:

10 
11 Foreperson
12

13 ALAN D. BERSIN
14 United States Attorney

15 By: 
16 CHARLES G. La BELLA
17 Assistant U.S. Attorney

18 STEPHEN P. CLARK
19 Assistant U.S. Attorney

20 PHILLIP L.B. HALPERN
21 Assistant U.S. Attorney

22 THOMAS W. MCNAMARA
23 Assistant U.S. Attorney
24
25
26
27
28

AO 442

United States District Court

SOUTHERN DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA

V.

SECRET**WARRANT FOR ARREST**

PATRICK R FREGA aka PATSY FREGA JR

CASE NUMBER: 96-698-ER

To: The United States Marshal
and any Authorized United States Officer

YOU ARE HEREBY COMMANDED to arrest

PATRICK R FREGA aka PATSY FREGA JR

Name

and bring him or her forthwith to the nearest magistrate to answer a(n)

☒ Indictment ☐ Information ☐ Complaint ☐ Order of Court ☐ Violation Notice ☐ Probation Violation Petition
☐ Pretrial Violation

charging him or her with (brief description of offense)

18 usc 371; 18 usc 666(a)(1)(B) and (a)(2), conspiracy to commit bribery; 18 USC 1341 and 1346, Mail Fraud;
18 USC 1962(c), conducting the affairs of an enterprise through a pattern of racketeering; 18 USC 2, aiding and abetting

In violation of Title See Above United States Code, Section(s) _____

Roberta Westdal

Name of Issuing Officer

M. Marner

Signature of Deputy



Clerk of the Court

Title of Issuing Officer

4/9/96 AT SAN DIEGO CA

Date and Location

Bail fixed at \$ NO BAIL by The Honorable RUDI M BREWSTER

Name of Judicial Officer

RETURN

This warrant was received and executed with the arrest of the above-named defendant at _____

DATE RECEIVED

NAME AND TITLE OF ARRESTING OFFICER

SIGNATURE OF ARRESTING OFFICER

DATE OF ARREST



AO 83 (Rev. 12/85) Summons in a Criminal Case

United States District Court

SOUTHERN

DISTRICT OF

CALIFORNIA

UNITED STATES OF AMERICA
V.

SUMMONS IN A CRIMINAL CASE

CASE NUMBER: 96-698-ER

G. DENNIS ADAMS (2)

(Name and address of defendant)

YOU ARE HEREBY COMMANDED to appear before the United States District Court at the place, date and time set forth below.

Place	U.S. Courthouse 940 Front Street San Diego, CA 92101-8900	Room	Courtroom D
Before:	Duty Magistrate	Date and Time	9:00 AM April 11, 1996

To answer a(n)

☒ Indictment ☐ Information ☐ Complaint ☐ Violation Notice ☐ Probation Violation Petition

Charging you with a violation of Title _____ United States Code, Section(s) _____

Brief description of offense:

18 USC 371
18 USC 666(a)(1)(B) & (a)(2)-Conspiracy to Commit Bribery
18 USC 1341 & 1346 - Mail Fraud
18 USC 1962(c) - Conducting the Affairs of an Enterprise through a Pattern of Racketeering
18 USC 2 - Aiding & Abetting

M. Miramontes
Signature of Issuing Officer

April 9, 1996
Date

M. Miramontes, Deputy Clerk for Roberta Westdal, Clerk
Name and Title of Issuing Officer



*** TX REPORT ***

TRANSMISSION OK

TX/RX NO	2628
CONNECTION TEL	912138943921
CONNECTION ID	US DISTRICT CT.
ST. TIME	04/09 14:49
USAGE T	17'42
PGS.	46
RESULT	OK