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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

November 1994 Grand Jury

UNITED STATES OF AMERICA,	)	Criminal Case No. 96-0698-ER
	)	
Plaintiff,	)	<u>I N D I C T M E N T</u>
	)	(Superseding)
v.	)	
	)	Title 18, U.S.C., Secs. 371,
PATRICK R. FREGA (1),	)	666(a)(1)(B) and (a)(2) -
aka Patsy Frega, Jr.,	)	Conspiracy to Commit Bribery;
G. DENNIS ADAMS (2),	)	Title 18, U.S.C., Secs. 1341
JAMES A. MALKUS (3),	)	and 1346 - Mail Fraud; Title 18,
	)	U.S.C., Sec. 1962(c) -
Defendants.	)	Conducting the Affairs of an
	)	Enterprise Through a Pattern of
	)	Racketeering; Title 18, U.S.C.,
	)	Sec. 1963 - Forfeiture;
	)	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.

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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 12. It was part of the conspiracy that defendant PATRICK R.  
19 FREGA and co-conspirator James J. Williams, Jr., corruptly gave,  
20 and defendants G. DENNIS ADAMS and JAMES A. MALKUS, and co-  
21 conspirator Michael I. Greer corruptly accepted, more than  
22 \$100,000.00 in payments which were made and received with the  
23 intent to influence and reward California Superior Court Judges in  
24 connection with business, transactions or a series of transactions  
25 involving over \$5,000; to wit, cases in the California State Court  
26 system (and all costs and expenses associated therewith) in which  
27 defendant PATRICK R. FREGA represented one of the parties or  
28 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 payments that were made and received with the intent to  
5 influence and reward California Superior Court Judges from the  
6 people of the State of California, the California Commission on  
7 Judicial Performance (hereinafter "Judicial Commission"), and law  
8 enforcement authorities.

9 THE METHODS OF THE CONSPIRACY

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

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

18 (b) Defendant PATRICK R. FREGA made payments to  
19 purchase two Toyotas and one Subaru which he gave to members of  
20 defendant JAMES A. MALKUS, and co-conspirator Michael I. Greer's  
21 immediate families;

22 (c) Defendant PATRICK R. FREGA made payments for  
23 personal expenses on behalf and for the benefit of one or more of  
24 defendants G. DENNIS ADAMS and JAMES A. MALKUS, and co-conspirator  
25 Michael I. Greer, for legal services, health club memberships,  
26 vacations, computers, "ghost writer" fees, automobile detailing  
27 and accessories, moving expenses, furniture, utilities, rent,  
28 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, made false statements to  
27 California law enforcement authorities and to the Judicial  
28 Commission, concealed documents from California and federal law

1 enforcement authorities and the Judicial Commission, and altered  
2 and destroyed documents sought by California and federal law  
3 enforcement authorities, the Judicial Commission, and the Federal  
4 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)

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(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.

- 1 12. On or about March 28, 1986, defendant ADAMS entered  
2 an amended judgment in Security Pacific National  
3 Bank v. Williams.
- 4 13. On or about March 28, 1986, defendant ADAMS  
5 reserved jurisdiction to determine attorney's fees  
6 and costs on appeal in Security Pacific National  
7 Bank v. Williams.
- 8 14. In or about May 1986, defendant FREGA directed his  
9 brother, Nicholas Valentino, to pay \$830 for a  
10 Cuyamaca Health Club membership for Greer.
- 11 15. In or about May 1986, defendant FREGA directed his  
12 brother, Nicholas Valentino, to pay \$830 for a  
13 Cuyamaca Health Club membership for defendant  
14 MALKUS.
- 15 16. From on or about June 18, 1986, to on or about  
16 November 23, 1987, defendant MALKUS presided over  
17 the trial of Ackerman v. Wiles, Circuit & Tremblay,  
18 and Michael A. Clark (Case No. 521895) (hereinafter  
19 "Ackerman v. Wiles, Circuit & Tremblay"), one of  
20 the consolidated "Dominelli" cases, and a FREGA  
21 case.
- 22 17. From on or about June 18, 1986, to on or about  
23 November 23, 1987, defendant MALKUS directed his  
24 court staff to admit defendant FREGA secretly to  
25 MALKUS' private chambers during recesses in the  
26 Ackerman v. Wiles, Circuit & Tremblay trial.
- 27 18. On or about November 12, 1986, defendant ADAMS  
28 entered an order approving settlement in Ackerman,

- 1 et al. v. Rogers & Wells, et al. (Consolidated Case  
2 No. 521895 and others), one of the "Dominelli"  
3 cases, and a FREGA case.
- 4 19. On or before December 23, 1986, defendant FREGA and  
5 Greer agreed upon a scheme to obtain more money  
6 from FREGA'S opponent in the settlement of  
7 Herrington v. Comco Insurance Company, et al. (Case  
8 No. 524600) (hereinafter "Herrington v. Comco,  
9 Ins."), a FREGA case.
- 10 20. On or about December 23, 1986, Greer presided over  
11 the settlement of Herrington v. Comco, Ins., and  
12 unbeknownst to the opposing party, during the  
13 settlement conference followed a script prepared by  
14 defendant FREGA to increase the settlement offered  
15 to FREGA'S client.
- 16 21. On or about February 6, 1987, Greer scheduled Smith  
17 and Gillick v. City of San Diego (Case No. 524205)  
18 (hereinafter "Smith v. City of San Diego"), a FREGA  
19 case, for a special settlement conference before  
20 defendant ADAMS.
- 21 22. On or about March 16, 1987, defendant FREGA paid  
22 \$16,940.67 for a 1986 Saab purchased by Greer  
23 through Rancho Jeep.
- 24 23. On or about May 4, 1987, defendant FREGA directed a  
25 public relations consultant to locate a  
26 professional writer to assist defendant ADAMS with  
27 a rewrite of his manuscript entitled Bitter  
28 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.
- 22 30. On or about July 10, 1987, defendant FREGA directed  
23 an employee to purchase a 1985 Toyota Celica for  
24 \$7,611.70 and give it to a daughter of Greer.
- 25 31. On or about July 14, 1987, defendant ADAMS ruled on  
26 a cross-complaint in Goff v. Champion Industries,  
27 Inc., et al. (Case No. 517883) (hereinafter "Goff  
28 v. Champion Industries"), a FREGA case.

- 1 32. On or about July 20, 1987, defendant FREGA provided  
2 airline tickets for travel from Cleveland, Ohio, to  
3 San Diego, California, to a professional writer in  
4 connection with defendant ADAMS' manuscript, Bitter  
5 Triumph.
- 6 33. On or about July 23, 1987, defendant ADAMS issued a  
7 discovery order in Goff v. Champion Industries.  
8 (See Overt Act No. 31.)
- 9 34. On or about July 25, 1987, defendant FREGA paid  
10 \$213.36 to a professional writer in connection with  
11 defendant ADAMS' manuscript, Bitter Triumph.
- 12 35. On or about August 3, 1987, Greer assigned  
13 Jennings, Engstrand & Henrikson v. MacLarty (Case  
14 No. 541099), a FREGA case, to defendant MALKUS as  
15 the judge for all purposes.
- 16 36. On or about August 14, 1987, defendant ADAMS  
17 presided over settlement in more than twenty of the  
18 "Navajo Park" cases in which defendant FREGA  
19 represented parties. (See Overt Act No. 25.)
- 20 37. On or about September 4, 1987, and October 26,  
21 1987, defendant ADAMS presided over settlement  
22 conferences in Mosher v. The Equitable Life  
23 Assurance Society of the United States, et al.  
24 (Case No. 552007), a FREGA case.
- 25 38. On or about September 21, 1987, Greer presided over  
26 a settlement conference in Frega v. Belardo, et al.  
27 (Case No. 576751), a case in which defendant FREGA  
28 was a party.

- 1 39. On or about September 22, 1987, defendant ADAMS  
2 ordered more than a dozen "Navajo Park" FREGA cases  
3 consolidated in Hursh v. Parkview Company No. 3, et  
4 al. (Case No. 564245) and set trial before ADAMS  
5 for August 1, 1988.
- 6 40. On or about November 30, 1987, Greer ruled on a  
7 petition for compromise of claim in Moore v.  
8 Cooley, et al. (Case No. 574323), a FREGA case.
- 9 41. On or about December 1, 1987, defendant FREGA gave  
10 defendant ADAMS a computer worth more than  
11 \$2,000.00.
- 12 42. On or about December 15, 1987, Greer had his 1986  
13 Saab repaired at Rancho Jeep at a cost of \$458.88,  
14 later paid by defendant FREGA.
- 15 43. On or about December 29, 1987, defendant FREGA  
16 contributed \$2,235.11, through Williams, for the  
17 purchase of a 1988 Dodge Caravan, at cost, by  
18 defendant ADAMS' father through Rancho Jeep.
- 19 44. On or about December 31, 1987, defendant FREGA paid  
20 \$5,000.00 to Volkswagen of America to pay off an  
21 obligation owed by Greer pursuant to a judgment  
22 entered against Greer's wife on July 7, 1986, in  
23 connection with the Greer v. Cypress Volkswagen  
24 litigation.
- 25 45. On or about February 9, 1988, defendant ADAMS  
26 presided over a settlement conference in Smith v.  
27 City of San Diego. (See Overt Act Nos. 21, 24).  
28

- 1 46. On or about February 18, 1988, defendant MALKUS  
2 entered an order involving the settlement as to one  
3 of several parties in Smith v. City of San Diego.  
4 (See Overt Act Nos. 21, 24, 45.)
- 5 47. On or about February 23, 1988, Greer ordered Aegea  
6 Homeowners Association, Inc. v. Harbor View  
7 Corporation, et al. (Case No. 587045) (hereinafter  
8 "Aegea I"), a FREGA case, assigned to defendant  
9 ADAMS for all purposes.
- 10 48. On or about April 13, 1988, defendant FREGA wrote  
11 separately to Greer and to defendant ADAMS to ask  
12 for their "thoughts" regarding Security Pacific  
13 National Bank v. Gustafson Lincoln Mercury, Inc.,  
14 et al. (Case No. C 434296), a FREGA case.
- 15 49. On or about June 6, 1988, Greer assigned Smith v.  
16 Harcourt, Brace, Jovanovich, Inc., et al. (Case  
17 No. 596425) and Webber v. Harcourt, Brace,  
18 Jovanovich, Inc., et al. (Case No. 600212)  
19 (together, hereinafter the "Seaworld" cases), FREGA  
20 cases, to one judge for all purposes.
- 21 50. On or about June 6, 1988, defendant FREGA made a  
22 23-minute telephone call from his cellular phone to  
23 Greer's home.
- 24 51. On or about June 17, 1988, defendant ADAMS presided  
25 over settlement as to one of the parties in Smith  
26 v. City of San Diego. (See Overt Act Nos. 21, 24,  
27 45, 46.)
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- 1 52. On or about June 18, 1988, defendant ADAMS, and  
2 Greer and Williams attended a party, as guests of  
3 defendant FREGA, on a boat cruise on San Diego Bay.
- 4 53. On or about June 28, 1988, defendant ADAMS entered  
5 an order involving settlement as to the remaining  
6 parties in Smith v. City of San Diego. (See Overt  
7 Act Nos. 21, 24, 45, 46, 51.)
- 8 54. On or about August 17, 1988, Greer assigned Aegea  
9 Homeowners Association, Inc., v. State Farm Fire  
10 and Casualty Company, et al. (Case No. 587046), a  
11 FREGA case, for all purposes, to a judge requested  
12 by FREGA.
- 13 55. On or about August 17, 1988, defendant FREGA made a  
14 7-minute telephone call from his cellular phone to  
15 Greer's home.
- 16 56. On or about September 6, 1988, defendant MALKUS  
17 took his 1981 Cadillac to Marvin K. Brown Cadillac  
18 for repairs.
- 19 57. On or about September 6, 1988, defendant FREGA made  
20 one telephone call from his cellular phone to  
21 defendant MALKUS' chambers, followed a short time  
22 later by two calls from FREGA'S cellular phone to  
23 Rancho Jeep.
- 24 58. On or about September 12, 1988, defendant FREGA  
25 made two telephone calls from his cellular phone to  
26 Rancho Jeep.
- 27 59. On or about September 12, 1988, defendant MALKUS  
28 had his 1981 Cadillac taken to Rancho Jeep where

- 1 additional repairs were made at a total cost of  
2 \$2,691.93 (including the Marvin K. Brown Cadillac  
3 repairs), later paid by defendant FREGA.
- 4 60. On or about September 13, 1988, while defendant  
5 MALKUS' 1981 Cadillac was being repaired at Rancho  
6 Jeep, defendant FREGA made a telephone call from  
7 his cellular phone to MALKUS' chambers.
- 8 61. On or about September 23, 1988, defendant FREGA  
9 directed an employee to purchase a car cover for  
10 defendant ADAMS' Mercedes Benz.
- 11 62. On or about September 23, 1988, a FREGA employee  
12 purchased a car cover for defendant ADAMS' Mercedes  
13 Benz for \$183.95 and was later reimbursed by  
14 defendant FREGA for this purchase.
- 15 63. On or about October 4, 1988, defendant FREGA  
16 directed an employee to detail defendant ADAMS'  
17 Mercedes Benz and deliver the recently purchased  
18 car cover to ADAMS.
- 19 64. On or about October 7, 1988, defendant FREGA  
20 directed that an employee pick up and have detailed  
21 the Mercedes Benz of a close personal friend of  
22 defendant ADAMS, with FREGA later paying \$100.00  
23 for this service and charging the expense to the  
24 Jennings, Engstrand & Henrikson v. MacLarty case.
- 25 65. On or about October 7, 1988, defendant FREGA filed  
26 a lawsuit on behalf of a plaintiff in Oliver,  
27 et al. v. A.O. Reed & Company, et al. (Case No.  
28 604538) (hereinafter "Oliver v. A. O. Reed"), a

1 case in which FREGA concealed his role from the  
2 public by identifying a different law firm as the  
3 plaintiff's lawyer on the complaint filed in the  
4 case.

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

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

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

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

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

24 71. On or about October 31, 1988, defendant FREGA wrote  
25 to one of his employees regarding possible judges  
26 for Knott v. Peyer, et al. (Case No. 589053)  
27 (hereinafter "Knott v. Peyer"), a FREGA case, to be  
28 requested from Greer, the presiding judge.

- 1 72. On or about November 1, 1988, defendant FREGA made  
2 three telephone calls from his cellular phone to  
3 Greer's chambers.
- 4 73. On or about November 21, 1988, and November 28,  
5 1988, defendant MALKUS presided over settlement  
6 conferences in Jennings, Engstrand & Henrikson v.  
7 MacLarty. (See Overt Act No. 35.)
- 8 74. On or about November 28, 1988, defendant FREGA made  
9 one telephone call from his cellular phone to  
10 Greer's home.
- 11 75. On or about November 28, 1988, Greer assigned  
12 Knott v. Peyer, for all purposes, to a judge  
13 requested by FREGA.
- 14 76. On or about December 16, 1988, defendant MALKUS had  
15 his 1981 Cadillac repaired at Rancho Jeep at a cost  
16 of \$142.00, later paid by defendant FREGA.
- 17 77. On or about January 7, 1989, defendant FREGA wrote  
18 to Greer regarding the "Seaworld" cases, with no  
19 copy to opposing counsel, and requested the  
20 assignment of a specific settlement judge. (See  
21 Overt Act No. 49.)
- 22 78. On or about January 25, 1989, defendant FREGA paid  
23 approximately \$255.00 for defendant MALKUS'  
24 attendance at an awards banquet.
- 25 79. On or about February 22, 1989, Greer had his 1986  
26 Saab repaired at Rancho Jeep at a cost of \$513.16,  
27 later paid by defendant FREGA.
- 28

- 1 80. On or about March 4, 1989, Williams sold a 1986  
2 Mercedes Benz to defendant ADAMS through Rancho  
3 Jeep at more than \$1,000.00 below cost.
- 4 81. On or about March 13, 1989, defendant FREGA sent  
5 Greer an outline of FREGA'S Aegea I case settlement  
6 brief and asked for Greer's "comments or input."  
7 (See Overt Act No. 47.)
- 8 82. On or about March 13, 1989, defendant FREGA gave  
9 written instructions to an employee to keep  
10 defendant ADAMS "apprised" of "what is going on in"  
11 the Aegea I case.
- 12 83. On or about March 14, 1989, Greer assigned Goldman  
13 v. Parkview Company No. 3, et al. (Case No.  
14 597671), a FREGA case, to defendant ADAMS for all  
15 purposes.
- 16 84. On or about March 28, 1989, Greer made a 31-minute  
17 telephone call from his home to defendant FREGA'S  
18 home.
- 19 85. On or about March 29, 1989, Greer assigned Norm  
20 Pressley's Truck Center, et al. v. Bank of America,  
21 et al. (Case No. 527992) (hereinafter "Pressley v.  
22 Bank of America"), a FREGA case, to defendant  
23 MALKUS for all purposes.
- 24 86. On or about June 22, 1989, defendant ADAMS attended  
25 a mock trial for Romero v. Stevenson, et al.  
26 (Case No. 525789) (hereinafter "Romero v.  
27 Stevenson"), a FREGA case, arranged and  
28 participated in by FREGA in San Diego.

- 1 87. On or about July 12, 1989, Greer, after having  
2 presided over four hearings in Romero v. Stevenson,  
3 assigned the case to defendant MALKUS for trial.
- 4 88. On or about August 12, 1989, defendant FREGA  
5 directed an employee to purchase a 1986 Subaru for  
6 approximately \$5,587.50 and give it to a son of  
7 defendant MALKUS.
- 8 89. On or about August 20, 1989, defendant FREGA made  
9 an 8-minute telephone call from his home to  
10 defendant MALKUS' home.
- 11 90. On or about August 20, 1989, defendant MALKUS made  
12 a 12-minute telephone call from his home to  
13 defendant FREGA'S home.
- 14 91. From on or about August 21, 1989, to on or about  
15 October 13, 1989, defendant MALKUS presided over  
16 the trial of Romero v. Stevenson.
- 17 92. From on or about August 21, 1989, to on or about  
18 October 13, 1989, defendant MALKUS directed his  
19 court staff to admit defendant FREGA secretly to  
20 MALKUS' private chambers during recesses in the  
21 Romero v. Stevenson trial.
- 22 93. On or about September 21, 1989, defendant ADAMS  
23 presided over a mandatory settlement conference in  
24 Aegea I. (See Overt Act Nos. 47, 81, 82.)
- 25 94. On or about September 25, 1989, defendant FREGA  
26 made a 15-minute telephone call from his home to  
27 defendant MALKUS' home.
- 28

- 1 95. 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 96. On or about September 26, 1989, defendant FREGA  
5 made a 15-minute telephone call from his home to  
6 defendant MALKUS' home.
- 7 97. 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 98. 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 99. 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.
- 23 100. On or about October 30, 1989, defendant FREGA paid  
24 \$2,800.00 for a vacation cruise for a daughter of  
25 Greer.
- 26 101. 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                    102. 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                    103. On or about November 21, 1989, defendant FREGA made  
10                    an 18-minute telephone call from his home to  
11                    Greer's home.
- 12                    104. 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                    105. 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                    106. 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                    107. 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                   108. 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                   109. 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 in relation to the decision by ADAMS in  
13                   the Security Pacific National Bank v. Williams  
14                   case. (See Overt Act Nos. 5, 7, 12, 13, 96, 100,  
15                   104-106.)

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

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

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

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- 1 113. On or about February 15, 1990, defendant MALKUS  
2 entered a judgment in Romero v. Stevenson. (See  
3 Overt Act Nos. 86, 87, 90, 91).
- 4 114. On or about March 5, 1990, defendant ADAMS had his  
5 1983 Oldsmobile repaired at Rancho Olds at a cost  
6 of \$601.14, later paid by Williams.
- 7 115. On or about March 22, 1990, Williams sold defendant  
8 ADAMS a 1988 Jeep for ADAMS' daughter, virtually at  
9 cost, with defendant FREGA later contributing more  
10 than \$4,000.00 of the purchase price.
- 11 116. On or about March 27, 1990, defendant ADAMS had his  
12 1982 Mercedes Benz repaired at Rancho Jeep at a  
13 cost of \$1,867.69, later paid by Williams.
- 14 117. On or about April 2, 1990, defendant ADAMS had his  
15 1982 Mercedes Benz repaired at Rancho Jeep at a  
16 cost of \$753.36, later paid by Williams.
- 17 118. On or about May 21, 1990, defendant FREGA made a  
18 telephone call from his cellular phone to defendant  
19 MALKUS' chambers.
- 20 119. On or about May 22, 1990, defendant FREGA made a  
21 telephone call from his cellular phone to defendant  
22 MALKUS' chambers.
- 23 120. On or about May 22, 1990, defendant MALKUS entered  
24 an amended judgment in Romero v. Stevenson. (See  
25 Overt Act Nos. 86, 87, 90, 91, 112.)
- 26 121. On or about June 22, 1990, Greer ordered separate  
27 FREGA cases consolidated for trial in Oliver v.  
28 A. O. Reed. (See Overt Act No. 65.)

- 1 122. On or about July 27, 1990, Greer had his 1986 Saab  
2 repaired at Rancho Olds at a cost of \$745.42, later  
3 paid by defendant FREGA.
- 4 123. On or about August 2, 1990, Greer had his 1986 Saab  
5 repaired at Rancho Olds at a cost of \$1,213.71,  
6 later paid by defendant FREGA.
- 7 124. In or about August 1990, defendant FREGA arranged  
8 for a former client to hire a son of defendant  
9 MALKUS.
- 10 125. On or about August 23, 1990, defendant FREGA paid  
11 \$2,400.00 to his former client toward the wages of  
12 defendant MALKUS' son.
- 13 126. On or about September 7, 1990, Greer ruled on a  
14 motion for summary judgment in Oliver v. A. O.  
15 Reed. (See Overt Act Nos. 65, 120.)
- 16 127. On or about October 2, 1990, defendant FREGA paid  
17 \$2,500.00 to his former client toward the wages of  
18 defendant MALKUS' son.
- 19 128. On or about October 15, 1990, Greer had his 1985  
20 Mercedes Benz repaired through Rancho Jeep at a  
21 cost of \$2,395.00, later paid by defendant FREGA.
- 22 129. On or about October 26, 1990, defendant MALKUS  
23 presided over a motion hearing in Berman v.  
24 McKellar. (See Overt Act No. 101.)
- 25 130. On or about October 27, 1990, defendant ADAMS had  
26 his daughter's 1988 Jeep repaired at Rancho Jeep at  
27 a cost of \$587.24, later paid by Williams.
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- 1 131. On or about October 30, 1990, defendant FREGA paid  
2 \$2,500.00 to his former client toward the wages of  
3 defendant MALKUS' son.
- 4 132. On or about November 15, 1990, defendant MALKUS  
5 ruled on motions in Berman v. McKellar. (See Overt  
6 Act Nos. 101, 128.)
- 7 133. From on or about November 28, 1990, to on or about  
8 February 11, 1991, defendant MALKUS presided over  
9 the trial in Pressley v. Bank of America. (See  
10 Overt Act Nos. 84, 85, 94.)
- 11 134. From on or about November 28, 1990, to on or about  
12 February 11, 1991, defendant MALKUS directed his  
13 court staff to admit defendant FREGA secretly to  
14 MALKUS' private chambers during recesses in the  
15 Pressley v. Bank of America trial.
- 16 135. On or about December 4, 1990, defendant FREGA paid  
17 \$2,500.00 to his former client toward the wages of  
18 defendant MALKUS' son.
- 19 136. On or about February 13, 1991, defendant FREGA  
20 invited defendant ADAMS to a San Diego Trial  
21 Lawyers dinner relating to Romero v. Stevenson,  
22 which FREGA described as "a case where [ADAMS]  
23 played a significant role in the result." (See  
24 Overt Act Nos. 86, 87, 90, 91, 112, 119.)
- 25 137. On or about March 21, 1991, defendant FREGA wrote  
26 to defendant ADAMS and requested the use of ADAMS'  
27 courtroom for a mock trial for Berman v. McKellar.  
28 (See Overt Act Nos. 101, 128, 131.)

- 1 138. On or about April 30, 1991, Greer had his 1986 Saab  
2 repaired at Rancho Olds at a cost of \$748.92, later  
3 paid by defendant FREGA.
- 4 139. On or about May 7, 1991, defendant ADAMS had his  
5 1982 Mercedes Benz repaired and detailed at Rancho  
6 Jeep at a cost of \$511.82, later paid by defendant  
7 FREGA.
- 8 140. On or about May 10, 1991, Greer had his 1986 Saab  
9 repaired at Rancho Olds at a cost of \$558.79, later  
10 paid by defendant FREGA.
- 11 141. On or about August 1, 1991, defendant ADAMS  
12 solicited and obtained employment for his daughter  
13 with a law firm with which defendant FREGA was co-  
14 counsel in the case of Berman v. McKellar. (See  
15 Overt Act Nos. 101, 128, 131, 136).
- 16 142. From on or about August 19, 1991, through in or  
17 about June 1993, defendant ADAMS' daughter received  
18 \$36,040.73 from her law firm employment.
- 19 143. On or about September 13, 1991, defendant FREGA  
20 separately wrote to defendant ADAMS and Greer  
21 regarding Berman v. McKellar, and asked for their  
22 opinion as to whether the information enclosed  
23 therein would help settle the case. (See Overt Act  
24 Nos. 101, 128, 131, 136, 140.)
- 25 144. On or about September 30, 1991, defendant ADAMS  
26 ordered, and agreed to preside over, a mandatory  
27 settlement conference to be held before him on  
28 October 3 and 4, 1991, in Berman v. McKellar.

- 1 145. On or about October 3, 1991, and October 4, 1991,  
2 defendant ADAMS presided over settlement  
3 conferences in Berman v. McKellar.
- 4 146. On or about October 10, 1991, defendant FREGA used  
5 his credit card to obtain an Enterprise rental car  
6 for use by defendant ADAMS' daughter.
- 7 147. On or about October 10, 1991, defendant MALKUS  
8 issued a decision in Pressley v. Bank of America.  
9 (See Overt Act Nos. 85, 94, 132, 133.)
- 10 148. On or about November 1, 1991, defendant ADAMS  
11 falsely told the Judicial Commission that defendant  
12 FREGA had not appeared before ADAMS nor had a case  
13 before ADAMS since 1987.
- 14 149. On or about November 5, 1991, Greer falsely told  
15 the Judicial Commission that neither defendant  
16 FREGA nor any partner or associate of FREGA had  
17 ever appeared in front of Greer.
- 18 150. On or about November 6, 1991, Greer had his 1990  
19 Saab repaired at Rancho Jeep at a cost of \$514.59,  
20 later paid by Williams.
- 21 151. On or about November 14, 1991, defendant ADAMS  
22 falsely told the Judicial Commission that defendant  
23 FREGA had last appeared before ADAMS in 1984.
- 24 152. On or about November 15, 1991, defendant FREGA made  
25 a payment, through Rancho Jeep, of \$1,063.53 for an  
26 Enterprise rental car used by a daughter of  
27 defendant ADAMS.
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- 1 153. On or about December 9, 1991, defendant FREGA paid  
2 \$1,500.00 for the repair of a 1988 Jeep belonging  
3 to defendant ADAMS' daughter at Rancho Jeep.
- 4 154. On or about December 11, 1991, defendant FREGA  
5 contributed \$5,249.21, through Williams, for a 1990  
6 Saab purchased by Greer from Rancho Jeep.
- 7 155. On or about December 26, 1991, defendant ADAMS  
8 falsely told the Judicial Commission that ADAMS had  
9 not received anything of value from defendant FREGA  
10 or Williams in 1991.
- 11 156. On or about February 21, 1992, defendant ADAMS  
12 presided over a settlement conference in Oliver v.  
13 A. O. Reed. (See Overt Act Nos. 65, 120, 125.)
- 14 157. On or about February 24, 1992, defendant FREGA,  
15 through Williams, made a payment of \$882.08 for the  
16 repair of Greer's 1990 Saab at Rancho Jeep.
- 17 158. On or about March 16, 1992, defendant FREGA wrote  
18 to Greer suggesting that his "comrades at arms  
19 dummy stuff like this up because if the commission  
20 gets ahold of it, it doesn't look good."
- 21 159. In or about mid-1992, defendant MALKUS removed  
22 documents relating to FREGA cases from his court's  
23 official minute books.
- 24 160. In or about late-1992, defendant MALKUS directed  
25 Superior Court personnel to "get rid of" his  
26 court's official minute books.

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1 161. In or about mid-1992, Greer directed his court  
2 bailiff to take his court's official minute books  
3 to Greer's car so that Greer could take them home.

4 162. In or about mid-1992, defendant ADAMS directed  
5 Superior Court personnel to take his court's  
6 official minute books to ADAMS' car.

7 163. On or about May 3, 1993, Greer falsely told the  
8 Judicial Commission that Greer's bills at Williams'  
9 automobile dealerships were charged to defendant  
10 FREGA'S account only to give FREGA credit for  
11 bringing in the business, and that Greer reimbursed  
12 FREGA for the charges.

13 164. On or about July 17, 1992, defendant FREGA wrote to  
14 Hal Phenix enclosing a portion of Greer's Judicial  
15 Commission testimony relating to Phenix' allegedly  
16 purchasing Greer a membership at the Cuyamaca  
17 Health Club.

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

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

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

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Counts 2 through 17

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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 payments which were made and received with the intent to influence and reward California Superior Court Judges in connection with business, transactions or a series of transactions involving over \$5,000; to wit, cases in the California State Court system (and all costs and expenses associated therewith) 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 payments that were made and received with the intent to influence

1 and reward California Superior Court Judges from the people of  
2 California, the Judicial Commission, and law enforcement  
3 authorities.

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

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

12 (b) Defendant PATRICK R. FREGA made payments to purchase  
13 two Toyotas and one Subaru which he gave to members of defendant  
14 JAMES A. MALKUS, and co-conspirator Michael I. Greer's immediate  
15 families;

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

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

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

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

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

26 6. On or about the dates set forth below, within the  
27 Southern District of California, defendants PATRICK R. FREGA,  
28 G. DENNIS ADAMS, and JAMES A. MALKUS, for the purpose of executing

1 and attempting to execute the aforementioned scheme to defraud,  
 2 did cause to be placed in a United States Post Office or other  
 3 authorized depository for mail matter, items to be delivered by  
 4 the United States Mail according to the directions thereon, as set  
 5 forth below:

6	<u>COUNT</u>	<u>DATE</u>	<u>MAIL MATTER</u>	<u>ADDRESS</u>
7	2	May 31, 1991	Notice of Case Management Conference; Case No. 604538	401 West "A" Street Suite 2000 San Diego, CA
8				
9	3	Aug 26, 1991	Notice of Change of Address; Case No. 604538	550 West "C" Street Suite 1890 San Diego, CA
10				
11	4	Sep 30, 1991	Ex Parte Application for Appointment of Settlement Judge; Case No. 586299	19100 Von Karman Suite 450 Irvine, CA
12				
13	5	Sep 30, 1991	Declaration of Plaintiff's Counsel; Case No. 586299	19100 Von Karman Suite 450 Irvine, CA
14				
15	6	Oct 10, 1991	Memorandum of Proposed Decision; Case No. 527922	725 South Figueroa Street, Suite 1200 Los Angeles, CA
16				
17	7	Oct 25, 1991	Request for Dismissal; Case No. 586299	19100 Von Karman Suite 450 Irvine, CA
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19	8	Nov 1, 1991	Letter from G. Dennis Adams	Commission on Judicial Performance San Francisco, CA
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21	9	Nov 5, 1991	Letter from Michael I. Greer	Commission on Judicial Performance San Francisco, CA
22				
23	10	Nov 14, 1991	Letter from G. Dennis Adams	Commission on Judicial Performance San Francisco, CA
24				
25	11	Nov 26, 1991	Order; Case No. 527922	725 South Figueroa Street, Suite 1200 Los Angeles, CA
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27				
28	<u>COUNT</u>	<u>DATE</u>	<u>MAIL MATTER</u>	<u>ADDRESS</u>



1 in his or her action, vote, or opinion, in any public or  
2 official capacity.

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

8 THE RACKETEERING OFFENSE

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

16 6. Beginning on a date unknown to the Grand Jury, but from  
17 at least as early as the spring of 1983 and continuing up to and  
18 including February 24, 1992, within the Southern District of  
19 California, and elsewhere, defendant PATRICK R. FREGA, aka  
20 Patsy Frega, Jr., being associated with the enterprise described  
21 above, did knowingly conduct and participate in, directly and  
22 indirectly, the affairs of that enterprise, which was engaged in,  
23 and the activities of which affected, interstate commerce, through  
24 a pattern of racketeering activity, as defined in Title 18, United  
25 States Code, Sections 1961(1) and 1961(5), consisting of multiple  
26 acts of bribery of California Superior Court Judges, as set forth  
27 below, in violation of California Penal Code, Section 92.  
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THE PATTERN OF RACKETEERING ACTIVITY

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

Racketeering Act One

8. On or about November 25, 1985, 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 1982 Toyota Corolla worth approximately \$3,700.00, 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 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

1 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  
3 Cuyamaca Health Club membership, to California Superior Court  
4 Judge James A. Malkus, then a judicial officer of the State of  
5 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 Four

9 11. On or about March 16, 1987, within the Southern District  
10 of California, defendant PATRICK R. FREGA, aka Patsy Frega, Jr.,  
11 did knowingly give and offer to give a bribe, as defined in  
12 Section 7(6) of the California Penal Code, in the form of a  
13 \$16,940.67 payment toward the purchase price of a 1986 Saab, to  
14 California Superior Court Judge Michael I. Greer, then a judicial  
15 officer of the State of California, with the intent to corruptly  
16 influence him in his decision, opinion, or vote in an official  
17 capacity; in violation of Section 92 of the California Penal Code.

18 Racketeering Act Five

19 12. From on or about May 31, 1987, to on or about July 25,  
20 1987, within the Southern District of California, and elsewhere,  
21 defendant PATRICK R. FREGA, aka Patsy Frega, Jr., did knowingly  
22 give and offer to give a bribe, as defined in Section 7(6) of the  
23 California Penal Code, in the form of payments of more than  
24 \$2,000.00 to a professional writer in connection with G. Dennis  
25 Adams' manuscript, Bitter Triumph, to California Superior Court  
26 Judge G. Dennis Adams, then a judicial officer of the State of  
27 California, with the intent to corruptly influence him in his  
28

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

3 Racketeering Act Six

4 13. On or about July 10, 1987, 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 a 1985  
8 Toyota Celica worth approximately \$7,611.70, to California  
9 Superior Court Judge Michael I. Greer, then a judicial officer of  
10 the State of California, with the intent to corruptly influence  
11 him in his decision, opinion, or vote in an official capacity; in  
12 violation of Section 92 of the California Penal Code.

13 Racketeering Act Seven

14 14. In or about December 1987, within the Southern District  
15 of California, defendant PATRICK R. FREGA, aka Patsy Frega, Jr.,  
16 did knowingly give and offer to give a bribe, as defined in  
17 Section 7(6) of the California Penal Code, in the form of a lap  
18 top computer worth more than \$2,000.00 to California Superior  
19 Court Judge G. Dennis Adams, then a judicial officer of the State  
20 of California, with the intent to corruptly influence him in his  
21 decision, opinion, or vote in an official capacity; in violation  
22 of Section 92 of the California Penal Code.

23 Racketeering Act Eight

24 15. On or about December 29, 1987, within the Southern  
25 District of California, defendant PATRICK R. FREGA, aka Patsy  
26 Frega, Jr., did knowingly give and offer to give a bribe, as  
27 defined in Section 7(6) of the California Penal Code, in the form  
28 of a \$2,235.11 payment toward the purchase price of a 1988 Dodge

1 Caravan, to California Superior Court Judge G. Dennis Adams, then  
2 a 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 Racketeering Act Nine

7 16. On or about December 31, 1987, within the Southern  
8 District of California, defendant PATRICK R. FREGA, aka Patsy  
9 Frega, Jr., did knowingly give and offer to give a bribe, as  
10 defined in Section 7(6) of the California Penal Code, in the form  
11 of payment of a \$5,000.00 obligation owed to Volkswagen of America  
12 by Michael I. Greer, to California Superior Court Judge Michael I.  
13 Greer, then a judicial officer of the State of California, with  
14 the intent to corruptly influence him in his decision, opinion, or  
15 vote in an official capacity; in violation of Section 92 of the  
16 California Penal Code.

17 Racketeering Act Ten

18 17. On or about September 12, 1988, 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 \$2,691.93 payment toward the cost of repairs for a 1981  
23 Cadillac, to California Superior Court Judge James A. Malkus, then  
24 a judicial officer of the State of California, with the intent to  
25 corruptly influence him in his decision, opinion, or vote in an  
26 official capacity; in violation of Section 92 of the California  
27 Penal Code.

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1           Racketeering Act Eleven

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

12           Racketeering Act Twelve

13           19. On or about August 12, 1989, within the Southern District  
14 of California, defendant PATRICK R. FREGA, aka Patsy Frega, Jr.,  
15 did knowingly give and offer to give a bribe, as defined in  
16 Section 7(6) of the California Penal Code, in the form of a 1986  
17 Subaru worth approximately \$5,587.50, to California Superior Court  
18 Judge James A. Malkus, then a judicial officer of the State of  
19 California, with the intent to corruptly influence him in his  
20 decision, opinion, or vote in an official capacity; in violation  
21 of Section 92 of the California Penal Code.

22           Racketeering Act Thirteen

23           20. On or about October 30, 1989, within the Southern  
24 District of California, and elsewhere, defendant PATRICK R. FREGA,  
25 aka Patsy Frega, Jr., did knowingly give and offer to give a  
26 bribe, as defined in Section 7(6) of the California Penal Code, in  
27 the form of payment of approximately \$2,800.00 for a vacation  
28 cruise for a daughter of Michael I. Greer, to California Superior

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

5 Racketeering Act Fourteen

6 21. On or about November 24, 1989, within the Southern  
7 District of California, defendant PATRICK R. FREGA, aka Patsy  
8 Frega, Jr., did knowingly give and offer to give a bribe, as  
9 defined in Section 7(6) of the California Penal Code, in the form  
10 of a payment of \$1,450.71 for a party at Villa d'Este restaurant  
11 for a daughter of Michael I. Greer, to California Superior Court  
12 Judge Michael I. Greer, 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 Fifteen

17 22. On or about February 9, 1990, within the Southern  
18 District of California, defendant PATRICK R. FREGA, aka Patsy  
19 Frega, Jr., did knowingly give and offer to give a bribe, as  
20 defined in Section 7(6) of the California Penal Code, in the form  
21 of payments totaling \$2,648.71 for repairs, new tires, and use of  
22 a rental car relating to a 1986 Mercedes Benz, to California  
23 Superior Court Judge G. Dennis Adams, then a judicial officer of  
24 the State of California, with the intent to corruptly influence  
25 him in his decision, opinion, or vote in an official capacity; in  
26 violation of Section 92 of the California Penal Code.

27  
28

1           Racketeering Act Sixteen

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

13           Racketeering Act Seventeen

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

23           Racketeering Act Eighteen

24           25. On or about July 27 and August 2, 1990, within the  
25 Southern District of California, defendant PATRICK R. FREGA, aka  
26 Patsy Frega, Jr., did knowingly give and offer to give a bribe, as  
27 defined in Section 7(6) of the California Penal Code, in the form  
28 of payment of \$1,959.13 for repairs for a 1986 Saab, to California

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

5 Racketeering Act Nineteen

6 26. From in or about August 1990 to in or about January 1991,  
7 within the Southern District of California, defendant PATRICK R.  
8 FREGA, aka Patsy Frega, Jr., did knowingly give and offer to give  
9 a bribe, as defined in Section 7(6) of the California Penal Code,  
10 in the form of payment of approximately \$9,900.00 toward the wages  
11 of a son of James A. Malkus, to California Superior Court Judge  
12 James A. Malkus, 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 Twenty

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

26 Racketeering Act Twenty-one

27 28. On or about November 15, 1991, within the Southern  
28 District of California, defendant PATRICK R. FREGA, aka Patsy

1 Frega, Jr., did knowingly give and offer to give a bribe, as  
2 defined in Section 7(6) of the California Penal Code, in the form  
3 of payment of a \$1,063.53 bill for a rental car used by a daughter  
4 of G. Dennis Adams, to California Superior Court Judge G. Dennis  
5 Adams, then a judicial officer of the State of California, with  
6 the intent to corruptly influence him in his decision, opinion, or  
7 vote in an official capacity; in violation of Section 92 of the  
8 California Penal Code.

9 Racketeering Act Twenty-two

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

19 Racketeering Act Twenty-three

20 30. On or about December 11, 1991, 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 the sale of a 1990 Saab by James J. Williams, Jr., with payment  
25 by defendant FREGA of \$5,249.21 towards the purchase price of the  
26 Saab, to California Superior Court Judge Michael I. Greer, then a  
27 judicial officer of the State of California, with the intent to  
28 corruptly influence him in his decision, opinion, or vote in an

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

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

5 Count 19

6 FORFEITURE ALLEGATIONS

7 1. Paragraphs 1 through 10 of Count 1 and Paragraphs 1  
8 through 29 of Count 18 are hereby realleged and incorporated by  
9 reference for the purpose of alleging forfeitures pursuant to the  
10 provisions of Title 18, United States Code, Section 1963(a)(2).

11 2. By virtue of the commission of the above-described  
12 pattern of racketeering activity in violation of Title 18, United  
13 States Code, Section 1962(c), defendant PATRICK FREGA shall, upon  
14 conviction, forfeit to the United States all property in the form  
15 of bribes and payments of any kind that afforded a source of  
16 influence over the racketeering enterprise that defendant FREGA  
17 established, operated, controlled, conducted, or participated in  
18 the conduct of, in violation of Title 18, United States Code,  
19 Section 1962, or an amount of cash equivalent thereto, including:

20 The sum of more than \$100,000.00, which is the approximate  
21 cash equivalent of the property that afforded a source of  
22 influence over the racketeering enterprise that defendant  
23 FREGA established, operated, controlled, conducted, or in the  
24 conduct of which he participated, in violation of Title 18,  
25 United States Code, Section 1962.

26 All in violation of Title 18, United States Code,  
27 Section 1963(a)(2).

28

SUBSTITUTION OF ASSETS

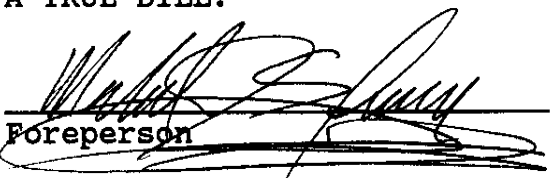
3. If the above-described forfeitable property, as a result of any act or omission of defendant FREGA:

- a. cannot be located upon the exercise of due diligence;
- b. has been transferred or sold to, or deposited with, a third party;
- c. has been placed beyond the jurisdiction of the Court;
- d. has been substantially diminished in value; or
- e. has been commingled with other property which cannot be subdivided without difficulty;

it is the intent of the United States, pursuant to Title 18, United States Code, Section 1963(m), to seek forfeiture of any other property of defendant FREGA up to the value of the forfeitable property.


DATED: June 4, 1996.

A TRUE BILL:



Foreperson

ALAN D. BERSIN  
United States Attorney

By:   
 CHARLES G. La BELLA  
 Assistant U.S. Attorney

STEPHEN P. CLARK  
Assistant U.S. Attorney

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

THOMAS W. MCNAMARA  
Assistant U.S. Attorney