

# Exhibit A

9 MR. ALTMAN: And well, Your Honor, they just  
10 indicated to you that Japanese investors said that they expect  
11 not to get their money and where did they get the information  
12 from? From a newspaper? I mean that confirms what I've said  
13 to the Court, there are no complaints by foreign investors.  
14 There are no complaints made in writing, sworn to. There's no  
15 investigation conducted by the federal authorities to confirm  
16 that. It's just rank hearsay which is a product of not  
17 understanding what these transactions are about. There are no  
18 defaults. There are no complainants. And yet we're hearing  
19 this hysteria that there's a billion dollars missing. There's  
20 no question that the transactions were conducted through a  
21 public bank. They can determine from an audit of Republic Bank  
22 what was lost and where it went, but it didn't go to him. He

US District Court, Trenton, New Jersey (98-5018) - 9/13/1999 - Page 15

# Exhibit B

5 MR. ARMSTRONG: Your Honor, the large problem that  
6 exists here is that no specific list has been provided by the  
7 receiver as to what is actually he is looking for. On the  
8 testimony, your Honor, there is also mention here about a Ming  
9 vase. I also testified, your Honor, that there is no receipt  
10 for purchase of a Ming vase, that it was a simple souvenir  
11 purchased from a holiday and that I could never possibly  
12 produce a Ming vase, I never purchased one in my life.

13 So there is no way for me to purge myself of this  
14 contempt of court until I have a specific and realistic list  
15 as to what it is that is actually being sought, your Honor.

16 MR. COHEN: Judge, perhaps I could address that. You  
17 may recall Mr. England was here, and in connection with  
18 Mr. England's testimony we produced about, oh, I don't know,  
19 about a foot of paper that had ever receipt, and Mr. England  
20 went through that and there were hundreds, according to him, I  
21 think we put that into the record previously, of coins that  
22 were missing and Mr. Armstrong had said he just hadn't had  
23 time to go looking through his envelopes for it.

24 I suggest that we can give Mr. Armstrong pictures of  
25 all the coins that we have collected so far on that list and

027TSECH

15

1 he can tell us where the rest of them are.

2 THE COURT: I thought you did that?

3 MR. ARMSTRONG: Your Honor, I have received no  
4 specific list as to what the receiver claims is missing or any  
5 specific list of anything that says if I produce this then I  
6 have been purged of the contempt of court.

7 For the first 15 days, your Honor, I was held in what  
8 the inmates affectionately call the hole. I was prevented  
9 from even calling my attorneys. I put in several requests to  
10 call my attorneys that were denied. No one could even get in  
11 touch with me, so I could not respond to this court for 15  
12 days, your Honor. My family tried to come see me, they were  
13 turned away. I was finally allowed one phone call to my  
14 family to let them know what happened to me after about six  
15 days, your Honor. I have been unable to comply with your  
16 court order.

Before Judge Richard Owen, February 7th, 2000  
(TR pages 14 - 15)

# Exhibit C

## New York Courts Alter Court Documents Routinely

176WsecC 3

1 (Case called)

2 (In open court)

3 THE COURT: First order of business, Mr. Bernard

Transcript July 6th, 2001 - Note it States Clearly "(in Open Court")

040CASECH 1

1 THE COURT: Now, may I ask who is in the back? I

2 recognize Mr. Kalaria.

Transcript April 24th, 2000 - Court illegally closed Threw press out

*Note how the Court Reporters Conspired with the Judge and just omitted any mention about in an open court proceeding. I filed an appeal and the Second Circuit refused to even docket the appeal to avoid ruling on this extraordinary act illegally throwing the press out in a closed court proceeding.*

### Jailed Market Guru To Defend Himself

By NOELLE KNOX  
c The Associated Press

NEW YORK (AP) - Famed market forecaster Martin Armstrong will be allowed to defend himself against securities fraud charges, a ruling that has some wondering if he can get a fair trial.

In a closed hearing Monday, U.S. District Judge Richard Owen ruled that Armstrong, who has no formal legal training, will be allowed to represent himself in court against accusations by U.S. regulators that he defrauded Japanese investors out of \$1 billion.

# Exhibit D



[NEWS](#) > [Companies](#)

## Russian scandal widens



August 26, 1999: 7:39 p.m. ET

Manhattan D.A., Russian government joins growing list of investigators

NEW YORK (CNNfn) - An investigation into alleged money laundering by a Russian crime syndicate through two U.S. banks widened Thursday as Russian investigators and the Manhattan District Attorney's office joined a growing list of legal and regulatory officials seeking answers.

A week ago, allegations arose that a Russian crime syndicate had laundered some \$10 billion - possibly funds diverted from International Monetary Fund payments - through accounts at the [Bank of New York \(BK\)](#) and [Republic National Bank \(RNB\)](#).

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-  [PRINT THIS](#)
-  [MOST POPULAR](#)

[NEWS](#) > [International](#)

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## Russia, U.S. talking fraud



September 14, 1999: 7:41 p.m. ET

**Enforcement officials are meeting to discuss money-laundering scandal**

NEW YORK (CNNfn) - Senior Russian law-enforcement officials met with their U.S. counterparts at the Justice Department Tuesday to discuss the ongoing investigation into how billions in illegal funds were laundered through the Bank of New York and other financial institutions.

# Exhibit E

AUSA ALEXANDER SOUTHWELL: So to be clear, in the event of a conviction, we will request, your Honor, that there be an order of contribution reimbursing ultimately HSBC, who basically made good and paid out these losses for whatever reasons that they did. They compensated the victims ... We frankly think that there is money available, which is part of the reason why Mr. Armstrong has been held in civil contempt..."

(SDNY 99-Cr-997)(Tr; 6/24/05, p11-12)

# Exhibit F

## THE WALL STREET JOURNAL.

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### Republic New York Pleads Guilty To Fraud, Agrees to Pay Restitution

*By Mitchell Pacelle Staff Reporter of The Wall Street Journal*

Updated Dec. 18, 2001 12:01 am ET

 PRINT  TEXT

Republic New York Securities Corp. pleaded guilty to two felony counts of securities fraud and agreed to pay \$606 million in restitution to investors of financial adviser Martin Armstrong, a one-time client who the bank's lawyer asserted Monday had run a "huge Ponzi scheme."



# Exhibit G

217gsecc 17

1                   Losses that occurred in the Prudential period and at  
2 the period at Republic prior to the first false NAB letter are  
3 not embraced within the restitution by HSBC because obviously  
4 they weren't in the predeposition period, they weren't  
5 involved in it, and in the period before the false NAB there  
6 is no as description of criminal liability. So that is a  
7 period of time as to which there are enormous losses that  
8 obviously are shall we say uncompensated as of this moment.  
9 That's one period of losses that are excluded.

(Transcript 1/7/02 SDNY: Alan Cohen admitting there is "no description of criminal liability" meaning there was nothing just claiming there were losses before dealing with HSBC. However, the Net Asset Value letters were issued by the bank to our firm so for their to have been a crime previously, some other bank would have had to also issue false letters to our firm, which did not exist, no other firm was ever charged, and at the end of the day they admitted I owed nothing; p17, LI-4)



# Exhibit H

8                   MR. ARMSTRONG: I think the company comes under the  
9 Civil Asset Forfeiture Act and I think it should be entitled  
10 to counselor.

11                   THE COURT: Okay.

12                   On that issue I will deny that now, and it is not  
13 under the Civil Forfeiture Act, and counsel, therefore, cannot  
14 be appointed under that act. And in any event I notice you

TR 10-03-2000



Based on the foregoing mutual agreement, the Receiver and the JPLs believe they will be able effectively to allocate responsibilities for administration of PEI and other members of Group between them and, to that end, have agreed that certain activities may be undertaken by each of them in their individual discretion and that, during the term of the MOA, all their other activities shall either be mutually agreed upon by Written Authority or authorized by order of Both Courts.

6. *Basic Agreement.* From and after the effective date of this MOA and until such time or times as the agreement expressed in this MOA is superseded or terminated as provided herein, the Receiver and the JPLs agree as follows:

(a) Except as expressly provided herein and in Annex B hereto, the Receiver and the JPLs shall take action in respect of the Cases and the Assets if and only if such actions are pursuant to the joint Written Authority of the Receiver and the JPLs. In the event the Receiver and the JPLs disagree with respect to any course of action proposed by either of them, such action shall be taken only upon approval thereof by orders of Both Courts. The Receiver and the JPLs each shall have the right to commence proceedings in Both Courts seeking such a determination on reasonable notice to the other party and to the SEC and the CFTC.

(b) Any funds which at any time come under the control of the Receiver or the JPLs shall be deposited into appropriate, segregated accounts controlled by such party and shall be invested in a manner agreed by the Receiver and the JPLs, provided that

(A) the Receiver shall pay, from funds in the Receiver's control (i) the reasonable fees, costs and expenses of the Receiver and its professionals upon U.S. Court approval thereof (as well as reasonable retainers to any professionals employed by the Receiver pending payment), (ii) up to \$1.0 million in respect of reasonable fees, costs and expenses of the JPLs and their professionals that are payable in accordance with ordinary and customary practice in proceedings before the TCI Court, to the extent funds in the control of the JPLs from time to time are insufficient therefor (as well as reasonable retainers to the JPLs and any professionals employed by them pending payment), and (iii) such other amounts as may be necessary to carry out activities permitted under Annex B hereof or otherwise permitted to be expended in accordance with the procedures set forth in paragraph 6(a) above, and

(B) the JPLs shall pay, from funds in the JPLs' control (i) the reasonable fees, costs and expenses of the JPLs and their professionals (including any appropriate retainers to the JPLs and professionals employed by either of them pending payment), and (ii) such other amounts as may be necessary to carry out activities permitted under Annex B hereof or otherwise permitted to be expended in accordance with the procedures set forth in paragraph 6(a) above.

(77) 17018001MISCW40MS417



(c) Upon prior consultation with the JPLs, the Receiver shall be permitted to investigate, prosecute and/or settle claims and causes of action against any third party arising under the laws of the United States (including the common law thereof), regardless of where such third party may be located. In the event the JPLs disagree with any course of action proposed by the Receiver with respect to any such investigation, prosecution and/or settlement, the JPLs shall have the right to object to such action in the U.S. Court, whereupon such action shall proceed only if the U.S. Court determines that such investigation, prosecution or settlement is in the best interests of creditors. Subject to the preceding sentence, the JPLs shall take all reasonable steps to cooperate to facilitate such investigation, prosecution or settlement to the maximum extent permitted by law.

(d) Upon prior consultation with the Receiver, the JPLs shall be permitted to investigate, prosecute and/or settle claims and causes of action against any third party arising under the laws of any jurisdiction other than the United States (including the common law of any such jurisdiction), regardless of where such third party may be located. In the event the Receiver disagrees with any course of action proposed by the JPLs with respect to any such investigation, prosecution and/or settlement, the Receiver shall have the right to object to such action in the TCI Court, whereupon such action shall proceed only if the TCI Court determines that such investigation, prosecution or settlement is in the best interests of creditors. Subject to the preceding sentence, the Receiver shall take all reasonable steps to cooperate to facilitate such investigation, prosecution or settlement to the extent permitted by law.

(e) Promptly upon execution of this MOA by the Receiver and the JPLs and its approval by Both Courts, the Receiver and the JPLs shall meet to discuss all actions taken prior to that date with respect to the identification, recovery, preservation and protection of the Assets, and all information resulting therefrom. The further purpose of this meeting shall be to consult regarding the development and implementation of the strategic action plans of the Receiver and the JPLs, respectively. Thereafter, the Receiver and one or more of the JPLs shall confer by phone at least weekly and shall meet in person at least monthly, unless otherwise agreed by the Receiver and the JPLs. The Receiver and the JPLs shall endeavor to consult with the SEC and the CFTC from time to time to determine whether either agency or both have the ability or the willingness to assist with computer services, analysis of markets and/or position and investigative or other services.

(f) The terms set forth in Annex B are incorporated by reference herein, and the Receiver and the JPLs shall be permitted to take any action permitted under Annex B without further consent or court order.

7. *Efficiency and Minimization of Redundant Work.* The Receiver and the JPLs desire as rapidly as possible to divide as between themselves the work of

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11/28/01 WED 16:11 TX/RX NO 75281





act in accordance with the MOA, and request the TCI Court to enter an order authorizing and permitting the JPLs to enter into and act in accordance with the MOA. Should such orders be obtained and not be stayed, both the Receiver and the JPLs will proceed expeditiously to implement the actions described herein and in Annex B hereto.

11. *Existing Orders; Effective Date of This Agreement.* Except as provided in the following sentence, the First TRO, the Second TRO and the TCI Order shall remain in effect. This MOA shall become effective at such time as (i) Both Courts shall have approved identical versions of this MOA, (ii) the First TRO and the Second TRO shall have been amended to the extent necessary to permit the JPLs and the Receiver to enter into and act in accordance with the MOA, and (iii) the TCI Court shall have entered an order authorizing and permitting the JPLs to enter into and act in accordance with the MOA. Prior to effectiveness of this MOA, the JPLs and the Receiver shall endeavor to comply with it in all material respects to the maximum extent they determine they are permitted to do so by applicable law and court orders.

12. *Termination of this MOA.* (a) This MOA shall terminate on the earliest of the following (i) whenever Both Courts so order and such orders have become Final Orders or (ii) this MOA shall not have become effective as provided in paragraph 11 above by October 15, 1999 or (iii) Alan M. Cohen or one of his partners at O'Melveny & Myers LLP as his successor as the Receiver shall cease to be incumbent in such capacity or (iv) all of A. MARK HOMAN, DIPANKAR GHOSH and JOSEPH CONNOLLY and their partners at PricewaterhouseCoopers as their successors as JPLs shall cease to be incumbent in such capacity or (v) Either Court, upon prior notice to the parties and after consultation with the other Court, orders that the MOA should be terminated.

(b) In the event of termination of the MOA as a consequence of an event referred to in clause (iii) or (iv) of paragraph 12(a) above, any successor to the party whose incumbency has terminated may assume the duties under the MOA of the terminated party and revive the MOA with the written consent of the other party to the MOA. However, notwithstanding any such revival, the party whose incumbency has terminated shall have no duties hereunder after such termination is effective, nor any liability or responsibility hereunder for any action or failure to act that occurs after such party's incumbency terminated.

13. *Information.* (a) The Receiver and the JPLs each hereby agree to share on an unlimited basis, as amongst them, all information regarding the Group and the Assets which may come under their possession or control and which they may lawfully share and to keep each other fully abreast of their activities and of developments known to them. The Receiver and the JPLs will ask Both Courts to sign appropriate orders to the effect that communications amongst them do not waive any attorney-client, work product and all other privileges recognized under any applicable law. In addition, the Receiver and the JPLs shall enter into a common interest or joint defense agreement in a form acceptable to their respective counsel with the objective of protecting any such privilege.

In the event either the Receiver or the JPLs are advised by counsel that sharing any information could result in a waiver or relinquishment of any such privilege, they will consult with the other party in order to determine how to proceed consistent with their respective duties.

(b) The Receiver and the JPLs acknowledge and agree that they shall not and they shall direct their respective agents and representatives not to provide any non-public information regarding Group or its Assets to Martin Armstrong, Martin Armstrong, Jr., Victoria Armstrong, any person or entity known to be under their direct or indirect control or acting in concert with any of them, any other former officer, director or employee of PEI or PGM, unless the provision of such information is either (a) agreed to by the Receiver and the JPLs, (b) required by applicable law, or (c) required by order of Either Court. ✓

14. *Creditors' Committee.* The JPLs and the Receiver will use their reasonable efforts to support the formation of a creditors' committee in the TCI Case and to try to obtain permission for the SEC and the CFTC to attend meetings and participate in deliberations, but not to vote. The Receiver and the JPLs acknowledge and agree that they will take such steps as may be reasonably available to them as a matter of law to preclude Martin Armstrong, Martin Armstrong, Jr., Victoria Armstrong and any person or entity under their direct or indirect control, or acting in concert with any of them, or any other former director, officer or employee of PEI or PGM from becoming a voting or ex officio member of such creditors' committee.

15. *Appearances.* Each of the JPLs and the Receiver will notify the other in advance of all activities in its Court and each shall have the right to appear and be heard in Both Courts without opposition from the other.

16. To the extent such actions would not violate any duties of the JPLs or the Receiver, respectively, under applicable law (A) the JPLs and the Receiver shall each take all reasonable steps to cooperate with the CFTC, the SEC and the USAO in connection with their investigation and prosecution of civil, administrative and criminal matters relating to Martin A. Armstrong, PEI, PGM and any of their subsidiaries, affiliates, officers, directors or employees, and (B) the JPLs and the Receiver shall endeavor to provide the CFTC, the SEC and the USAO with reasonable access to books and records within their possession, custody or control, to the extent permitted by law, wherever situated, whether within the United States or outside the United States.

17. *Notices.* Any notices or other communications required or permitted hereunder shall be sufficiently given if sent by overnight courier, postage prepaid, or by facsimile (and confirmed by telephone with the recipient) addressed as follows:

if to the Receiver, to:

1771 171 171 171 171 171 171 171 171 171



Alan M. Cohen, Esq.  
c/o O'Melveny & Myers, LLP  
153 East 53rd Street  
New York, New York 10022  
Fax: 212-326-2061

with a copy to:

O'Melveny & Myers, LLP  
153 East 53rd Street  
New York, New York 10022  
Attn: Martin Glenn  
Fax: 212-326-2061

If to the JPLs, to:

Mr. A. Mark Homan  
PricewaterhouseCoopers  
Plumtree Court  
London EC4A 4HT  
England  
Fax: 44 (0) 171 822 4652

and

Mr. Dipankar Ghosh  
PricewaterhouseCoopers  
Plumtree Court  
London EC4A 4HT  
England  
Fax: 44 (0) 171 822 4652

and

Mr. Joseph P. Connolly  
PricewaterhouseCoopers  
Abacus House  
Providenciales  
Turks & Caicos Islands  
British West Indies  
Fax: 649-946-4892

with a copy to:

(NY) 1701108240327003417

Davis Polk & Wardwell  
450 Lexington Avenue  
New York, New York 10021  
Attn: Stephen H. Case  
Fax: 212-450-4800

or such other address as shall be furnished in writing by such party, and any such communication shall be deemed given as of the time when such communication is received.

18. *Amendments.* This Agreement may be amended in writing by agreement of the parties, *provided that no such amendment shall become effective until approved by Both Courts.*

19. *Limited Capacity.* The Receiver and the JPLs execute this MOA solely in their capacities as Receiver and JPLs respectively, and not in their individual capacities, and their respective duties, obligations and liabilities hereunder are limited accordingly.

A. MARK HOMAN, as Joint  
Provisional Liquidator of PEI



DIPANKAR GHOSH, as Joint  
Provisional Liquidator of PEI

JOSEPH CONNOLLY, as Joint  
Provisional Liquidator of PEI

ALAN M. COHEN, as Receiver  
of PEI and POM



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8

11/28/01 WED 16:11 (TX/RX NO 7528)  
\*\* TOTAL PAGE 15 \*\*

# Exhibit J

7 THE COURT: I don't disagree with any of that. But I  
8 don't remember ever making any change to a transcript of any  
9 substance whatever. I may have stuck in a comma. I may have  
10 stuck in a dash. But I don't remember ever changing anything  
11 of substance. Now, if you want to tell me, you say --  
12 MR. ARMSTRONG: Your Honor, I believe the primary one  
13 of issue on substance is February 22, 2002. It goes to pages 9  
14 and 10.

## Judge Richard Owen - September 23, 2003 - Page 22 Admitting Publicly to Altering Transcripts

From Casetext: Smarter Legal Research

### U.S. v. Zichettello

#### Opinion

Nos. 98-1376(L), 98-1377, 98-1378, 98-1379, 98-1380.

Argued: June 8, 1999.

Decided: March 30, 2000.

5) SDNY Practice

The problem in the instant case has led lawyers on both sides to highlight a problematic practice in the Southern District of New York and has prompted one of them to ask this court to order that the practice be eliminated. *See* Leiwant Decl. at 2. According to lawyers for both the government and defense, as well as Bologna, the "standard practice" in the Southern District is for a court reporter to submit the transcript of jury instructions to the district court before releasing it to the parties. *See id.*; Pomerantz Affirm. ¶ 11; Bologna 4/99 Aff. ¶ 3. The district court is free to alter the transcript, and any changes are incorporated in the "official" transcript without disclosing such changes to the parties. *See* Bologna 4/99 Aff. ¶ 3. According to counsel, the Southern District is somewhat unique in this practice. *See* Leiwant Decl. at 2.

Courts do not have power to alter transcripts *in camera* and to conceal the alterations from the parties.<sup>11</sup> Given <sup>98</sup> the issues that arose in this case as a direct result of this practice, there appears to be little justification for continuing the practice in its present form. To be sure, a procedure that corrects obvious mistakes in transmission is useful, and the parties have little interest in closely monitoring such a procedure so long as the alterations are cosmetic. Monitoring by the parties, however, provides some assurance that only cosmetic changes will be made or, if not, that changes will correctly reflect what transpired in the particular proceeding. Moreover, there is little cost in informing the parties of cosmetic changes or at least of directing court reporters to give parties access to the original transcript when they request it.

# Exhibit K

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA,

v.

MARTIN A. ARMSTRONG,

Defendant.

99 Cr. 997-01 (LMM)

**MEMORANDUM OF LAW IN SUPPORT OF  
HSBC USA INC., HSBC BANK USA, AND REPUBLIC NEW YORK  
SECURITIES CORPORATION'S MOTION FOR AN INTERIM PROTECTIVE ORDER**

CLEARY, GOTTLIEB, STEEN & HAMILTON  
One Liberty Plaza  
New York, NY 10006  
(212) 225-2000

Attorneys for HSBC USA Inc., HSBC Bank USA,  
and Republic New York Securities Corporation

Of Counsel:  
Jennifer L. Kroman  
Erik S. Groothuis

# Exhibit L

01/18/2013	192	ENDORSED LETTER as to Martin Armstrong addressed to Judge Lawrence M. McKenna from Martin A. Armstrong dated 1/16/2013 re: I respectfully move before this court to now TERMINATE the Supervised Release and to VACATE the criminal convictions given there (1) could never have been a commodity fraud, and (2) the Supreme Court has squarely overruled the application of the SEC Act to foreign transactions taking place under a regulated system in Japan. Even my plea stated it was Republic that took the funds for "its own benefit" not myself. ENDORSEMENT. The relief sought in this letter (pp 21- 21) is denied. SO ORDERED. (Signed by Judge Lawrence M. McKenna on 1/18/2013)(jw) (Entered: 01/18/2013)
02/21/2013	193	SEALED DOCUMENT placed in vault (nm) (Entered: 02/21/2013)
02/21/2013	194	SEALED DOCUMENT placed in vault (nm) (Entered: 02/21/2013)
02/21/2013	195	SEALED DOCUMENT placed in vault (nm) (Entered: 02/21/2013)
02/21/2013	196	SEALED DOCUMENT placed in vault (nm) (Entered: 02/21/2013)
02/21/2013	197	SEALED DOCUMENT placed in vault (nm) (Entered: 02/21/2013)
02/21/2013	198	SEALED DOCUMENT placed in vault (nm) (Entered: 02/21/2013)
02/21/2013	199	SEALED DOCUMENT placed in vault (nm) (Entered: 02/21/2013)
02/21/2013	200	SEALED DOCUMENT placed in vault (nm) (Entered: 02/21/2013)
02/21/2013	201	SEALED DOCUMENT placed in vault (nm) (Entered: 02/21/2013)
02/21/2013	202	SEALED DOCUMENT placed in vault (nm) (Entered: 02/21/2013)
02/21/2013	203	SEALED DOCUMENT placed in vault (nm) (Entered: 02/21/2013)
02/21/2013	204	SEALED DOCUMENT placed in vault (nm) (Entered: 02/21/2013)
02/21/2013	205	SEALED DOCUMENT placed in vault (nm) (Entered: 02/21/2013)
02/21/2013	206	SEALED DOCUMENT placed in vault (nm) (Entered: 02/21/2013)
02/21/2013	207	SEALED DOCUMENT placed in vault (nm) (Entered: 02/21/2013)
02/22/2013	208	SEALED DOCUMENT placed in vault (nm) (Entered: 02/22/2013)
02/22/2013	209	SEALED DOCUMENT placed in vault (nm) (Entered: 02/22/2013)
02/22/2013	210	SEALED DOCUMENT placed in vault (nm) (Entered: 02/22/2013)
02/22/2013	211	SEALED DOCUMENT placed in vault (nm) (Entered: 02/22/2013)
02/22/2013	212	SEALED DOCUMENT placed in vault (nm) (Entered: 02/22/2013)
09/16/2013	213	ENDORSED LETTER as to Martin Armstrong addressed to Judge John F. Keenan from Martin Armstrong dated 9/9/2013 re: The defendant submits this letter to respectfully request the court's permission for him to travel to Europe for business until on or before November 7th, 2013. ENDORSEMENT: The Government having no objection, the application is granted. Mr. Armstrong is to return to the United States and report to Probation no later than November 7, 2013. SO ORDERED. (Signed by Judge John F. Keenan on 9/16/2013)(dnd) (Entered: 09/16/2013)



# Exhibit M



1071 Dougal Ct.  
Great Falls, VA 22066  
Phone: (703) 757-7673  
Cell: (703) 217-4091

February 27, 2007

VIA TELECOPY [(212) 343-9562]

David Cooper, Esq.  
401 Broadway Avenue  
Suite 2508  
New York, NY 10013

Re: US v. Martin Armstrong – Failure to Produce Critical Information and Receiver's Work Paper Conflicts

Dear Mr. Cooper:

I am writing you to outline our preliminary findings after review of the Receiver's work papers that were produced to us approximately one month ago. I also want to express my disgust at the fact that, after six years of working on this case, we have yet to receive the discovery for which we have made repeated requests, and for which there has been virtually no substantive response.

- Our limited review of the accounts in question has always caused us heartburn as the number of trades, cancelled trades and other information about Republic Bank of NY's internal controls – or lack thereof – as well as findings in other ancillary proceedings suggest that Republic or its agents were defrauding the Princeton accounts.

# Exhibit N

No. 06-

IN THE  
**Supreme Court of the United States**

MARTIN A. ARMSTRONG,

*Petitioner,*

v.

JOSEPH R. GUCCIONE, UNITED STATES MARSHAL  
FOR THE SOUTHERN DISTRICT OF NEW YORK;  
MARVIN D. MORRISON, WARDEN, METROPOLITAN  
CORRECTIONAL CENTER; and ALAN M. COHEN,

*Respondents.*

ON PETITION FOR A WRIT OF CERTIORARI TO THE  
UNITED STATES COURT OF APPEALS  
FOR THE SECOND CIRCUIT

**PETITION FOR A WRIT OF CERTIORARI**

THOMAS V. SIOBLOM  
*Counsel of Record*  
MARK D. HARRIS  
BENJAMIN R. OGLETREE  
PROSKAUER ROSE LLP  
1001 Pennsylvania Avenue  
Suite 400 South  
Washington, D.C. 20004  
(202) 416-6800

*Counsel for Petitioner*

207341



COUNSEL PRESS  
(800) 274-3321 • (800) 359-6822



# Exhibit O

NYM2B 540\*23 \* SENTENCE MONITORING \* 09-23-2005  
PAGE 001 \* COMPUTATION DATA \* 13:50:22  
AS OF 09-23-2005

REGNO...: 12518-050 NAME: ARMSTRONG, MARTIN ARTHUR

FBI NO.....: 871691AA1 DATE OF BIRTH: 11-01-1949  
ARS1.....: NYM/A-HLD  
UNIT.....: 11 QUARTERS.....: K05-140L  
DETAINERS.....: NO NOTIFICATIONS: NO

THE FOLLOWING SENTENCE DATA IS FOR THE INMATE'S CURRENT COMMITMENT.  
THE INMATE IS PROJECTED FOR RELEASE: 01-01-2006 VIA CIV CNTMPT

-----CURRENT JUDGMENT/WARRANT NO: 040-----

COURT OF JURISDICTION.....: NEW YORK, SOUTHERN DISTRICT  
DOCKET NUMBER.....: 99-CV-9667:9669 (RO)  
JUDGE.....: OWEN  
DATE SENTENCED/PROBATION IMPOSED: 07-06-2001  
DATE WARRANT ISSUED.....: N/A  
DATE WARRANT EXECUTED.....: N/A  
DATE COMMITTED.....: 07-02-2004  
HOW COMMITTED.....: COMMIT FOR CIVIL CONTEMPT  
PROBATION IMPOSED.....: NO  
SPECIAL PAROLE TERM.....:

RESTITUTION...: PROPERTY: NO SERVICES: NO AMOUNT: \$00.00

-----CURRENT OBLIGATION NO: 010-----

OFFENSE CODE.....: 899  
OFF/CHG: 99-CV-9667,9669 CIVIL CONTEMPT

SENTENCE PROCEDURE.....: 401 CIVIL CONTEMPT  
SENTENCE IMPOSED/TIME TO SERVE.: 18 MONTHS  
DATE OF OFFENSE.....: 09-13-1999

# Exhibit P

8           MR. ARMSTRONG: I think the company comes under the  
9 Civil Asset Forfeiture Act and I think it should be entitled  
10 to counselor.

11           THE COURT: Okay.

12           On that issue I will deny that now, and it is not  
13 under the Civil Forfeiture Act, and counsel, therefore, cannot  
14 be appointed under that act. And in any event I notice you

Transcrip 10/03/2000 - Page 52

# Exhibit Q



UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

OFFICE OF THE  
GENERAL COUNSEL

April 4, 2003

BY FEDERAL EXPRESS

Mr. Martin Armstrong  
Metropolitan Corrections Center  
# 12518050  
150 Park Row  
New York City, NY 10007

Dear Mr. Armstrong:

I apologize for having taken so long to respond to your request, and as you probably already recognize this is an incomplete response. The problem is that the SEC's files for the case were destroyed when our offices at Seven World Trade Center collapsed on 9/11. I was able to obtain the Memorandum of Law in Support of the Application from O'Melveny & Myers, but not the Application itself or the supporting Affidavit. We had sent the Memorandum to O'Melveny, but apparently not the Application and Affidavit. Also, as far as I have been able to ascertain, there was no transcript made of the hearing.

Sincerely,

A handwritten signature in cursive script that reads "Katharine B. Gresham".

Katharine B. Gresham  
Assistant General Counsel

enclosure

# Exhibit R

09/29/2000 15:57 FAX 212 748 8029

US Securities & Ex.

001



UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
NORTHEAST REGIONAL OFFICE  
7 WORLD TRADE CENTER  
NEW YORK, N.Y. 10048

WRITER'S DIRECT DIAL NUMBER  
(212) 748-8213

September 29, 2000

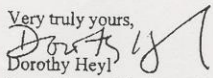
Honorable Richard Owen  
United States District Judge  
United States Courthouse  
40 Centre Street  
New York, New York 10007

Re: *SEC v. Princeton Economics International LTD., Princeton Global Management LTD., and Martin A. Armstrong, 99 Civ. 9967 (RO) (S.D.N.Y.)*

Dear Judge Owen:

This letter concerns the Temporary Receiver's motion for an order authorizing him to wind up the operations of Princeton Economic Institute, Inc., a Texas corporation, which is subject to the receivership in this action by the Commission. In accordance with the direction to counsel for the Commission set forth in *SEC v. American Board of Trade, Inc.*, 830 F.2d 431, 436 (2d Cir. 1987), we are hereby advising the Court of the possible application of that case and the cases cited therein to the actions proposed by the Receiver. In *American Board of Trade*, the Second Circuit Court of Appeals disapproved "using a receivership as a substitute for bankruptcy," and indicated that receivers appointed in SEC litigation should not embark upon liquidations when bankruptcy court is the appropriate forum. See also *Lankenau v. Coggeshall & Hicks*, 350 F.2d 61, 63 (2d Cir. 1965) ("receiverships ancillary to SEC actions against brokers or broker-dealers should not be continued, in a case involving insolvency, beyond the point necessary to get the estate into the proper forum for liquidation -- the bankruptcy court") and *Esbitt v. Dutch-American Mercantile Corp.*, 335 F.2d 141, 143 (2d Cir. 1964).

The actions proposed by the Temporary Receiver with respect to the Institute do not appear to implicate the concerns expressed in these cases, in which receivers were in the process of liquidating insolvent companies and apportioning assets among creditors. Here, the Temporary Receiver is simply seeking to stanch the hemorrhaging of estate assets by terminating the operations of an unprofitable business.

Very truly yours,  
  
Dorothy Heyl  
Securities and Exchange Commission

CC: Alan Cohen, Esq.  
Bernard Kleinman, Esq.  
Vincent McGonagle, Esq.

# Exhibit S

2 MR. ARMSTRONG: Your Honor, I see no reason to  
3 basically keep Tenzer Greenblatt in the case. I would  
4 probably be better served going forward pro se at this point.  
5 I don't think that -- you know, I don't see really what  
6 purpose they can serve for me at this stage in the game.

7 With respect to the confusion over whether or not  
8 tapes -- the tapes in question, your Honor, are predominantly  
9 tapes that were made after September 3rd in my effort to  
10 gather evidence for my own defense after I was dismissed by  
11 the receiver from the offices, so I do not see where they are  
12 corporate records of any nature. They certainly have nothing  
13 to do with anything as far as assets are concerned or anything  
14 of that nature.

15 The other tapes, your Honor, were made as a  
16 journalist, so to speak. I did a number of pieces and  
17 monitored a significant effort by a number of investment banks  
18 and fund managers who attempt to organize together in  
19 manipulating markets. I wrote extensively about several cases  
20 on that, and I made tapes to back up myself in support of  
21 that.

22 These are tapes that are, again, I do not see where  
23 they are particularly relevant to this particular case, your  
24 Honor. They have significant implications for a number of  
25 well known players and investment banks on the street that

027TSECH

5

1 probably do reveal criminal behavior, but that does not  
2 necessarily involve this case. They were things that I wrote  
3 about. It is well documented that I was exposing the silver  
4 manipulations that were -- went by a number of firms including  
5 Republic Bank. The CFTC even contacted me personally for  
6 information in that investigation and as well as that led to  
7 the Bank of England getting involved into the investigation.

8 Those tapes are -- that Mr. Unger turned over have to  
9 do with those issues, your Honor. I do not see, again, where  
10 they are corporate records. I do not see where they are  
11 relevant to the receiver's request to look for assets. They  
12 certainly have nothing to do with the Japanese. So I don't  
13 see where they are relevant to this case and they should be  
14 returned.

6 THE COURT: November 15, audiotapes that you had in  
7 your possession were given just a few days ago. You forgot  
8 about. That's what I am told by Mr. Burns, you just forgot  
9 you had them. That kind of a laissez-faire, laid back  
10 attitude towards all of this does not commend itself to the  
11 court as somebody who is really doing what they ought to be  
12 doing to the best of their ability.

3 MR. ARMSTRONG: Your Honor, may I address the court  
4 for a second? I gave the tapes to Mr. Unger because I had  
5 received death threats and I had also received a bullet that  
6 someone left in my mailbox which I also turned over to  
7 Mr. Unger. I gave him those tapes that had nothing to do with  
8 this case for safe keeping.

6 MR. ARMSTRONG: Your Honor --

7 THE COURT: Okay. Enough said. I am not going to  
8 say any more on this subject.

TR 2-7-2000





# ALAN M. COHEN

Executive Vice President and Head of Global Compliance

Alan Cohen has been an Executive Vice President of Goldman Sachs and our Head of Global Compliance since February 2004. He is a member of the [Management Committee](#), the Firmwide Client and Business Standards Committee, the Firmwide Investment Policy Committee and the Firmwide Reputational Risk Committee. From 1991 until January 2004, he was a partner in the law firm of O'Melveny & Myers LLP. He is affiliated with a



GREGORY K. PALM



JOHN F. W. ROGERS



BUSINESS PRINCIPLES AND STANDARDS  
**BUSINESS PRINCIPLES AND OUR  
COMMITMENT TO CLIENTS**

# Exhibit T

10 Now, no one this morning, probably it's because I had  
11 passed out already this brief written opinion that I finished  
12 yesterday, April 9, no one addressed that, the issue as to  
13 whether or not I could give the defendant credit for the time  
14 that he has already served on the civil contempt. I filed a  
15 decision explaining why I cannot, cannot give credit for the  
16 time while on civil contempt. I believe Mr. Ryan distributed  
17 it to everybody this morning. If he didn't, I am filing what I  
18 hope is the original, and if anybody needs copies, we will  
19 xerox copies for you.

Transcript April 10th, 2007 - Page 50



# Exhibit U

7 THE DEFENDANT: Among the things that were represented  
8 to investors by my agents in Japan on my behalf and with my  
9 knowledge when the investments were solicited was that  
10 investor's money would be held in accounts at Republic New York  
11 Securities, and my agents also told investors that their monies  
12 in those accounts would be separate and segregated from  
13 Republic's own accounts and would not be available to Republic  
14 for its own benefit.

**Since Republic/HSBC took the money for their benefit (NOT MINE)  
the only thing I agreed to read was that they took money not me**

# Exhibit V

THE COURT: All right. I suggested when I first heard about the possibility of a disposition on Tuesday that an allocution should be prepared for you to read to me -- remember, you're under oath and you have to tell me the truth -- telling me what it is that you did wrong. Now read it slowly and read it nice and loud, please.

Judge Kenan acknowledged I had to read a script written by the government and was not allowed to plead in my own words. I forced them to remove anything that pretended I participated in Republic/HSBC Bank's illegal trading in our accounts

# Exhibit W

4           A problem arose as a result of this because it was  
5 then suggested in the civil matter, that if in fact a civil  
6 penalty of \$30 million was in order, and there were funds  
7 already restrained for that purpose, then something had gone  
8 substantially awry, in that, there was no authority in the  
9 civil case to retrain money for the purposes of paying a civil  
10 penalty to the CFDC; therefore, if there was \$30 million in  
11 excess of what was needed to pay restitution, that money should  
12 have been available for Mr. Armstrong to retain counsel. If  
13 that money which should have been available had improperly been  
14 restrained, there would be an issue as to whether he had been  
15 given his counsel of choice from the very outset of this case.

# Exhibit X

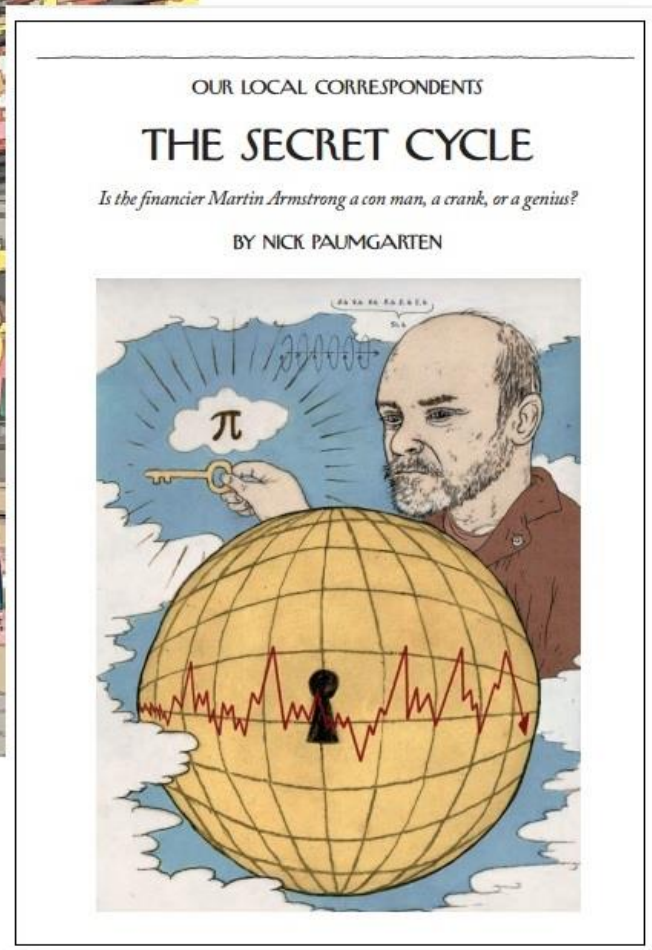
19 MR. OWENS: Nothing from the government, your Honor,  
20 except to note that there is a number that needs to be changed  
21 in the "whereas" clauses of the proposed restitution order.  
22 As your Honor may have noted, due to the change in the  
23 exchange rate between the dollar and the yen, the total  
24 restitution amount has decreased in dollar terms, although not  
25 in yen terms, from approximately 700 million to approximately  
1 650 million.  
2 There is still and remains a reference to the \$700 million  
3 figure in a "whereas" clause, and we will hand up to the Court  
4 after the end of the proceedings today a corrected copy of  
5 that page, if that's okay with the Court.

**US v Republic NY Securities Corporation 01-CR-1165 (RCC) January 9th, 2002  
Words of Richard D. Owens, Assistant US Attorney, SDNY (Pages 2-3)**

# Exhibit Y



*the New Yorker*  
October 12th, 2009



# Exhibit Z

WALTER B. JONES  
3D DISTRICT, NORTH CAROLINA  
  
ROOM 2333  
RAYBURN HOUSE OFFICE BUILDING  
WASHINGTON, DC 20515  
TELEPHONE: (202) 225-3418  
  
COMMITTEES:  
COMMITTEE ON ARMED SERVICES  
COMMITTEE ON FINANCIAL SERVICES

Congress of the United States  
House of Representatives  
Washington, DC 20515-3303

April 7, 2010

**COPY**  
DISTRICT OFFICE:  
105-20 CORPORATE DRIVE  
CHARLOTTE, NC 27858  
(800) 334-1687

Ms. Jennifer L. Edens, Chief  
Office of Legislative Affairs  
Federal Bureau of Prisons  
320 First Street, NW, Room 642  
Washington, D.C. 20534

Re: Martin Armstrong  
#12518050  
FCI Fort Dix

Dear Ms. Edens:

This is to inquire as to the status of inmate Martin Armstrong.

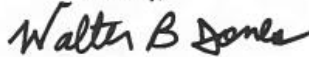
A constituent is concerned about reports that Mr. Armstrong is currently "in the hole" awaiting the results of a pending investigation regarding his helping another inmate with legal work. I am told that it has been alleged that Mr. Armstrong charged the other inmate for that work, and that allegation is the basis for the investigation.

I would like to know if Mr. Armstrong is, in fact, currently being held in any level of custody that is different from the general population at FCI Fort Dix. I would also like to know if Mr. Armstrong is the subject of any ongoing investigation and, if so, what is basis and nature of that investigation.

Thank you for any assistance. Please direct your response to my Chief of Staff, Glen Downs, in my Washington Office.

With kind regards, I am

Sincerely,



Walter B. Jones  
Member of Congress

cc. Donna Zikefoose  
Joe Norwood  
Tracy Billingsley



# Exhibit AA

THE WALL STREET JOURNAL.

June 27, 1983 - Front Page 2nd Section

For \$33.50, You Can Have a Minute With This Commodities Adviser

By JOSEPH PERKINS Staff Reporter of THE WALL STREET JOURNAL

Wall Street Journal (1927 - Current file); Jan 27, 1983.

ProQuest Historical Newspapers The Wall Street Journal (1889 - 1994)

pg. 31

## For \$33.50, You Can Have a Minute With This Commodities Adviser

By JOSEPH PERKINS

Staff Reporter of THE WALL STREET JOURNAL

People who think talk is cheap haven't talked to Martin A. Armstrong.

Mr. Armstrong, a commodity trading adviser in Lawrenceville, N.J., charges clients \$2,000 an hour for private consultations. Those who don't need a full hour can talk to Mr. Armstrong for \$33.50 a minute.

If that's too steep, consider R. E. McMaster of Kalispell, Mont. He gives his views on commodities trading for just \$100—as long as the conversation doesn't last more than five minutes.

Neither man is well known within the commodities fraternity, but their fees certainly make them standouts among the 2,000 registered commodity trading advisers.

### Plenty of Customers

"I can't dream of people paying that kind of money," says Morton Barnix, editor of Managed Accounts Report, a publication that tracks the performance of commodity trading advisers. It doesn't follow Mr. Armstrong or Mr. McMaster.

Nevertheless, both say they've found plenty of people willing to pay their rates. Mr. Armstrong says he earns more than \$100,000 a year giving phone advice to about 125 clients at \$2,000 an hour; that's the

equivalent of just a little more than a 40-hour workweek.

Mr. McMaster says he earns \$40,000 a year advising about 150 clients on the telephone. Both say they make additional income from newsletters and recorded-message services that dispense commodity advice.

Their trading strategies are rather cosmic. Mr. McMaster calls his approach holistic. He tells clients to plunge into the market "only when you are ready physically, mentally, emotionally, psychologically and intellectually."

### No 'Rubber-Chicken Circuit'

For him, that mostly means staying home in Kalispell raising buffalo and llama. "I avoid the temptation to get out on the rubber-chicken circuit," he says. Two months ago, though, he made an exception for a visit to Guatemala's president, Jose Efraim Rios Montt, and his cabinet. He says he talked about "Christian economics and government."

Mr. Armstrong says his strategy is based on enduring values, like fear and greed.

"Our cyclical analysis works because it is totally based upon human emotions," he says. "That is what moves markets. Human emotions are there for every inflationary spiral and deflationary collapse."