The Proof offered regarding Hosseinipour disproves criminal intent and that a crime occurred, as the innocent acts described would apply equally to any distributor in the company.

The government's primary evidence against Hosseinipour was her partner's "guilty plea." However, Anzalone testified that he and Hosseinipour lacked criminal intent wrongdoings.(Doc 505 4730)

 At trial, the Prosecution never claimed that Hosseinipour had criminal intent.  Hosseinipour was described in closing remarks as an ibo who joined with other ibos with good intent. (R.690, #9411.)  Her crime was receiving red flags and staying with the company.” (R.671, #7705.)  They told the Court that criminal intent was not required to prove guilt. ( Doc 505 #4741)   The prosecution used Anzalone's "guilty plea" and “cooperation” admissions to imply Hosseinipour’s guilt despite dozens of statements that he and they never believed they were doing anything wrong. (Doc 505 4730), believed in Maike (Doc 505 4651,52, 4570-72, 4761, 4661,4684, 4697, 4705 ) believed in Koerner (Doc 505 4801, 4570, 4719 )  believed issues would be fixed (doc 505 4570) believed in the products (doc 505 4759-61, 4730), believed there was a good legal team and everything was legal. (Doc 504 4462, 4345, 4422, 4454, 4772). He stated that  Hosseinipour would not knowingly mislead, lie, or deceive.  (Doc 505  4730 doc 511 #4830)  and described her as honest, trustworthy, loyal, a good person, smart, had a desire to help others, would not lie, and would help anyone without care less if money was made on them. (Doc 511 $843, 4844) Anzalone affirmed he and Susan, his wife,  were excited about the i2G Touch Product and so introduced it to Maike,  and that  Susan provided ongoing company training on the i2g Touch and G1e Touch (doc 505 4680-4684) and very much believed in the company and its products. (doc 505 4671, 72, 81, 84, 4759) Anzalone stated that Hosseinipour was all about getting customers (doc 465 #3602 701 #10948) and sent detailed customer acquisition emails to Maike. (doc 505 4564) (Hosseinipour's affidavit sending exculpatory emails to her Manning 9 times, but he did not present them or question Anzalone on them)  Logan and Dugger stated she cared deeply about her team and invested a huge  a time to support help and training.( doc 701 #10944)

Hosseinipour was a top distributor with insider knowledge of I2G. R.504:#4479-4480.

Anzalone's belief that he might receive courtesy pre-announcements as a top distributor does not prove criminal intent. "Insider" is grossly misapplied (R.504:#4479-4480.) The same courtesy did not apply to Hosseinipour, who was described as not close with Maike, excluded from most conversations (465 #3579), and having “no pull with Maike”, so she had to cc the Azalones on emails to get him to read them (504 #4372). There are no documented communications with Barnes.

She knew that Emperors had “zero” chance of recouping their investment through casino profits. R.465:#3601-3602. Ninety percent of Hosseinipour and Anzalone’s earnings came from recruitment, R.504:#4413, and they only ever saw “negligible” casino profits, R.504:#4528-4529; R.505:#4553. Nevertheless, Hosseinipour falsely claimed in an April 2014 promotional video that casino profits had gone up every month. GX.155(24:37- 25:05);

The proof was that Hosseinipur never viewed or promoted i2G as an investment opportunity (Doc 701 #10943, 44)  but rather as a legitimate multi-level marketing (MLM) program that requires hard work.(145, 151, Fredericks)   Hosseinipour always communicated on every video that the only guarantee was that if you did not work, you would not make a single dime  (155 1:44-2:20 Doc 701 #10944 ) Recouping “investments” from casino profit was never stated to be part of the I2G  plan.  She emphasized driving casino customers to the i2g products with the bv tied as commission payments.  (155 20:35-22:30 Doc 701 #10948)

Once you understand you won’t be able to sleep at night

because our customer volume and online

entertainment counts as your recurring volume that you

get paid on, that you cycle on, and that you hit

leadership bonuses on. As a matter of fact, we’ve got

Tony Adimy and his partner just prequalified for Ruby

and about 50k from customers from the casino helped

them hit that qualification. 25% of the worldwide bets

count as volume. Can you see how this can create

unbelievable sustainability? Because you’re not only

getting paid on the packages you sell and the recurring

auto-ships you are getting paid on customer volume. If

you’ve got someone who signs up as a customer in the

casino and they just want to play in the casino because

people play with or without you and they spend $1000

next month- $250 goes back into your binary tree.

Ninety percent of Hosseinipour and Anzalone’s earnings came from recruitment, R.504:#4413, and they only ever saw “negligible” casino profits, R.504:#4528-4529; R.505:#4553. Nevertheless, Hosseinipour falsely claimed in an April 2014 promotional video that casino profits had gone up every month. GX.155(24:37- 25:05); see R.683:#8712-8713.

Anzalone's and Keep's opinions about the company's "recruitment focus" do not prove that Hosseinipour had criminal intent or that the company was a pyramid scheme. Government witness Reynold defined the same four packages as 93% product sales (doc 498 4246) The same charges against Neora were rejected as the FTC expert’s "rigid theoretical opinion" and who admitted that there is no "recruitment focus test" to determine the amount of focus on recruiting vs. customer sales would determine a pyramid scheme. Similarly, there is not a test that discredits internal consumption in favor of retail sales. Hosseinipour couldn't be expected to understand a non-existent formula. As Anzalone emphasized, they relied on Rick and compliance attorney Koerner and believed "good legal" was in place. (doc 504 4462, 4345, 4422, 4454)

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**Customer Spots**

The government accused Hosseinipour of committing fraud by holding "customer spots"  hidden from the public. However, i2G's data in 101i revealed that the distributors held 2,650 such customer positions.  Reynolds programmed the $19.95 position into the pay plan as the base rank. (Doc 497#4032, 4047)  There is no proof this was kept secret. Reynold and Anzalone stated that this was a common and legal practice. Reynold stated that level was irrelevant to your earnings.  You still have to work to make money.  (498 #4213) Logan testified he took out a fantasy sports customer spot.  (Doc 701 #10919) Despite the absence of any evidence that Hosseinipour had withheld this information from anyone, they misstated the law and instructed that holding customer spots was a concealment of material fact.  (Doc 671 #7710)

“And so when you look at was there material -- concealment of  (facts not in evidence)

a material fact, when people are moving from one spot to another

within the structure, do you think people would want to know

that before buying in? When people are having the ability that

if they have a connection they can get a good spot and other

people can't, is that anywhere in any of the marketing stuff

that Faraday put out? Is it anywhere on her conference calls?

"Like, are you a heavy hitter? Call me and I'll give you a good

spot." No. It's done behind closed doors.

And if it's done in other MLMs, those other MLMs are not the

subject matter of this trial. The subject matter of this trial

is did Faraday have these material misrepresentations? Did she

know that there were things that a reasonable person would want

to know before buying in and conceal that information? She

didn't tell people about the customer spots. She didn't tell

people about being able to get a choice position by contacting

her if you're a heavy hitter. She didn't tell people that there

were moves going on and that matters.”

The government claimed that Hosseinipour’s receipt of an email pre-announcing a bonus change which they somehow knew she withheld from others as proof of fraud is preposterous.   No evidence proved the information was necessary to achieve the sales bonus. Anzalone described they had been running hot with high sales since October (doc 504 4485-4486)  There was also no proof Hosseinipour withheld the information.  Anzalone stated he was a networker, so he probably told (Doc 504 4485 4486) Ultimately, they lost $35,000 because Maike did not pay the bonus.  Learning of an MLM sales bonus change is not indicative of fraud.  A material omission requires proof of an omission tied to a statement.     #671 #7710, #7712

**Get Paid to Play Tagline- “The Whole I2G Plan”**

The government accused Hosseinipour of fraud for using the tagline "Get Paid to Play" as represented in every distributor PowerPoint presentation. However, the tagline represents the i2G compensation plan, which earns commissions from “customer usage” or “play” of the casino, fantasy sports, and social casino games. ( 155 20:35-22:35)  The government presented overwhelming evidence to support this, including evidence from 101B, 101c, 145, 158, and testimony from Reynolds, Keep and Anzalone, documented BV attached to casino and fantasy sports transactions and payable as commissions. Glen Logan and Catrina Dugger affirmed the commission they received tied to customer usage. (Doc 701 10920,24, Doc 690 9466-71,

 Q. And can you make -- can you make money doing fantasy

Sports?  A. You can and I did. (doc 690 9467 9487, 9499, 9500 9502)

Q. And was there -- were there ways through the pay plan or

through the system for you to earn income by the people

participating in the Fantasy Sports programs?

A. Yes. We earned business volume on our own personal play as

well as downline and customers.  (doc 701-10924)

Hosseinipour’s direct statement on the same 155 “ Get Paid to Play” per the compensation plan(155 20:35-22:30)

 Once you understand you won’t be able to sleep at night

because our customer volume and online

entertainment counts as your recurring volume that you

get paid on, that you cycle on, and that you hit

leadership bonuses on. As a matter of fact, we’ve got

Tony Adimy and his partner just prequalified for Ruby

and about 50k from customers from the casino helped

them hit that qualification. 25% of the worldwide bets

count as volume. Can you see how this can create

unbelievable sustainability? Because you’re not only

getting paid on the packages you sell and the recurring

auto-ships you are getting paid on customer volume. If

you’ve got someone who signs up as a customer in the

casino and they just want to play in the casino because

people play with or without you and they spend $1000

next month- $250 goes back into your binary tree.

“The product that I really, really played

was the fantasy sports.” (doc 690 #9487) A. -- playing it because you have to -- there's an entry, you know, when -- there's an entry fee when you're buying your players or whatever, so I -- I can only say that or the tokens  on the G1E Boardwalk. You purchase tokens there. Doc 690 #9499 #690 9500  A. Yeah. If you have --  if you get customers playing, like -- you know, the way the fantasy sports would work is that you would send a link out -- you know, they say, "Oh, I want to play." You would send a link to them. They're playing. Whatever their bet is

is going to be their customer, so now whatever percentage of their play is going to roll to you.Q. Okay. This is the customer question I have for you,

ma'am. Did you get paid commissions on bringing customers in?

A. You -- I do believe you did get -- because you get paid a

percentage of their play. That was the -- that was the --

Q. But that wouldn't be commissions, correct?

A. No. That was -- no. That would be -- well, what do you

mean -- that wouldn't be commissions. That would be --

Q. Okay. When I looked at the pay structure --

A. Uh-huh. I can't remember the pay structure --

Q. It's fine.

A. Okay.

Q. Just trying to clarify. When you look at the play

structure, you -- I realize you get paid for customers coming

in, but did you get a certain commission for bringing a

customer in?

A. I don't think you received a commission for bringing a

customer in. It's when the customer played, that's where you

would receive a percentage of what they used to play. So it

wasn't like, oh, I -- you know, $10 a customer. I don't

recall.

Q. Right. That was important to you even though you didn't

receive from the normal pay to bring these customers in for

what purpose?

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Dugger - Cross Volume 19, Page 14 A. “Because you want them to play so you can get a percentage

of the money that they play.

Q. Gotcha. So you --

A. You get paid when they play.

**Sales are up email.**

"Sales are way up. People are over the moon excited. The new products with Fantasy Football are creating hundreds of new customers and thousands of people using it. It's the biggest and easiest thing that has ever come to MLM. You are missing out big time. Real customer,

very streamlined, great odds, and paying on every game played,

win, lose, or draw."

The government is using a truthful statement from a non-witness email as evidence of fraud after their witness Anzalone, confirms the statement's truthfulness, and both Logan and Dugger affirm the statement's accuracy and were excited about the fantasy sports (Doc 505 4589, 4590 Doc 690 9500, 9501, 9468 . Doc701 10844, 45, 10909,  10918)

“but, obviously, after acquisition of FantasySports, volume was going up. Doc 701 #10909

Hosseinipour tried to introduce video proof of increasing customer sales and excitement with fantasy sports. Manning could not articulate relevance, but Barnes explained the relevance was to represent product usage. The Court granted permission but Manning was continually unable to present Hosseinipour’s video evidence. (doc 701 #10938-42)

On July 26, 2022, the court allowed a large number of hearsay emails to be presented as evidence. However, these emails could not be considered as truth. Despite this, the court refused to give a limiting instruction 30 days later which allowed the prosecution to present improper prejudicial hearsay and facts not in evidence as “truth of the matter” on the critical question of whether i2G was a pyramid scheme.  The statements of the prosecution must be evaluated for an abuse of discretion.

 So the Bruce Deery email, he says -- I'm gonna put this one on the screen

briefly **because it's what happens here.** (improper presentation of truth of the matter) doc 671-7706 **So he does the**

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calculation, and he figures out that there are no casino

profits, and this is how he does it. So he has -- it says, "I

stand corrected on my reference" -- **this is Bruce Deery talking,**

and he says, "I stand corrected on my reference that there are

90,000 reps. Faraday corrected me and indicated there are

approximately 18,000."

And if you look at 101G, which is the structure spreadsheet,

by the end of the time period there were 22,000. So 18,000 is

probably about right for right now. So Faraday knows how many

total people there are or she's darn close. And then it says,

next paragraph, "Faraday indicated a gross revenue to date to be

around $40 million."

When you look at 101B, which is the total product sales,

it's $30 million -- or $34 million. So, again, Faraday knows

information that other people don't. So he does the math and he

says, "If you're selling this many positions, if" -- he says,

"18,000 spots have been sold" -- and we know the emperors are

pretty much sold out the by this point -- "then there's a

problem because there can't be any casino profits on this." And

where did he get the information to do that? Faraday.

Now, if an IBO can figure out that this is a pyramid scheme

and that there are no casino profits and Faraday has more

information than they do, for her to now say, "I had no idea

that there were no real casino profits. I had no idea that this

was a pyramid scheme, and we were really just selling

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memberships" -- **if the individual IBOs figured it out -- and a**

**lot of them figured it out with less information than what Bruce**

**Deery had.  (Improper hearsay- facts not in evidence)**

**Ferrari email**

The government presented an email with suggestions to improve the website as evidence of fraud. Hosseinipour’s response demonstrated her intention to address his concerns. "Good morning, Riccardo. I agree that our website needs much improvement and

overhaul. The great thing is that reworking the website should

be an easy task to amend and improve. I have forwarded your

suggestions to Rick and Angela. We will certainly be able to

discuss these issues with Rick and can discuss personally with

him next week in Long Beach." (Doc 504 #4470,71)

Maike responded they could address some of the Issues.  Anzalone stated the issues were resolved when Koerner came on board. (Doc 504 #5771,72) Forwards to Koerner to ensure everything was legal(#4436, 37)  “I had full belief and trust in this company and Rick and the people running it….I wanted them to be aware  (4436, 37)

She also promoted Emperor positions as passive income; in one video, she brought on co-defendant Jason Syn as a guest, who said that Emperors did not need to do anything to make money, R.682:#8509- Case: 22-6121 Document: 99 Filed: 03/13/2024 Page: 59 42 8512, despite Hosseinipour’s knowledge to the contrary. See also R.504:#4528- 4529; GX.155(5:12-5:20, 10:40-11:30)

**Syn Beast Video - Just Simple No Secret You Have to Work (151 11:30 13:35, 48:44,55:55)**

**11:30-12:36** Common things we have in common- Very simple- Just

we are working like hell, 24 hours a day, like thinking we are working

24 hours a day, **while I’m sleeping I’m thinking of like tomorrow I have**

**to do something and I have to see someone.. I have to travel.**

**Wherever my downline needs me I have to go. I go to Korea, Japan,**

**Hawaii, New York, Las Vegas, wherever they need me I go to help**

**them**

**12:50- This is not a selling job, This is like a people relationship job**

**13:35 I just work hard that’s it. Just simple, no secret. You have to**

**work like hell**

The proof that Hosseinipour promoted passive income is false and based on a humorous statement made by Syn about sitting on an island in a 1.5-hour video which emphasized the importance of hard work. Hosseinipour emphasized hard work and made income disclaimers. However, her lawyer admitted to being ineffective by not presenting the video to the jury as evidence and failing to provide other relevant information in Hosseinipour's defense. After selling 5000 packages, Syn stated that the focus was solely on driving customers to the casino. (151 41;51-44:45)  The Government claims that representing a truthful’ Get Paid to Play”i s fraud when strongly proven by their own evidence is a statement that should be reviewed under an abuse of discretion standard.   101C 101B 145  Doc 690 9500, 9501,  9468. Doc701 10844, 45, 10909,  10918 Doc 701 #10909

Victims testified that they watched Hosseinipour’s videos before buying Emperor positions. See R.667:#6720-6725; R.669:#6885- 6886; R.683:#8706, 8742.

The proof at trial was that distributors who never claimed to be victims were not influenced by Hosseinipour’s video in making an Emperor purchase, nor did they claim Hosseinipour misrepresented content.  Sieb she saw Hosseinipour’s videos only after joining through her direct sponsor Chris Lamont.  R.683:#8704 #8706, #8737

Fredericks was introduced to I2G and sponsored by Breakiron(doc 683# 8753) who he met prospecting for MLM opportunity seekers (R- 683 8782-8786) Text messages credit Breakiron but don’t mention Hosseinipour. (exh?)

 Aiello said he saw Hosseinipour’s video before his purchase but first saw his sponsor’s video. (673  6720 6783) Aiello stated he couldn’t remember events from 9 years earlier over 20 times (Doc 673 6720, 22, 29, 30, 31, 59), including remembering the content of Hosseinipour’s video, “it was so long ago”.(Doc 673 6786)

 Vougeot said she she was influenced by her sponsors, Lena and Steve West, in her decision to join, and  didn’t recall speaking with Hosseinipour or surrounding events.(Doc 669 6927-29)

 No Government witness spoke to Hosseinipour, made a sale through Hosseinipour or claimed that she misled them.

Falsely claimed that Songstergram was backed by major companies and celebrities, including Sony, Warner Brothers, Britney Spears, and Lady Gaga, GX.155(6:51-9:l5); cf. R.688:#9040; R.684:#8851-8852

Hosseinipour repeated widely shared information  by Maike and Wright regarding celebrities tied to  Songstergram.  The recordings of Wright were admitted.  Even the Government stated in closing that this was not proof that she knew the claim to be false, but they claimed that she was irresponsible to repeat it without conducting proper due diligence.

 She also engaged in promotional “check flashing,” even though Anzalone discussed his concerns about the legality and inaccuracy of the practice with her. R.504:#4453-4456, 4489-4490

While Anzalone thinks he shared concerns with Faraday over “check recognitions”,  he qualified with “I believed it was good,” “believed that Rick had a good attorney team, “but Rick had attorneys, so I figured it was legal. (Doc 504 #4454-56)  He affirmed the “Pro-Performance” recognition checks” received with Hosseinipour were accurate. (Doc 504 4453, 4510)  The Asian check he alone received, the dispute was due to a bonus owed (Doc 504 4454) and the accuracy of earned commissions  he expected to be paid  (Doc 505 4711-12, doc 504 4490)

The prosecution interchanged statements of “we” to infer Hosseinipour when he instead referred to  Maike or the company.( doc 504 4449-51) For example, Immediately after getting a “we” admission such as  “We did flash checks in Asia” (504 4447)  the prosecution asks a “we” question which meant Hosseinipour received a accurate recognition check tied to Long Beach.  (doc 504 4449)

Additionally, Hosseinipour was on clear notice that I2G was based on recruitment without product sales, as she was copied on emails that raised Case: 22-6121 Document: 99 Filed: 03/13/2024 Page: 60 43 concerns about I2G being a pyramid scheme; nevertheless, she continued to promote and sell I2G memberships. R.504:#4465-4474; R.505:#4559-4565; R.688:#8975-8978.

Anzalone explained that Hosseinipour believed in the company, the products, and Maike and wanted to fight false claims “outside of our control” with positive information (doc 504 4397, 98). Lack of Intent to conspire is proven by Hosseinipour forwards to Koerner at [i2g@compliance.com](mailto:i2g@compliance.com) as the in-house compliance attorney and Maike  with Anzalone’s affirmation that she wanted issues to be addressed(504 #4384,85 #4438 Doc 505 4589, 4561Doc 505 4565, 4573, 74, 75)

Sewell asked Dugger improper questions 7 times in a row asked Q. Now, if Faraday knew that the casino profits were  negligible, would you have expected her to tell you before you

invested $5,000 in this?  (Doc 690 9518-9521) There was no proof Hosseinipour knew the casino profits so to infer to the jury she knew the casino profits was entirely improper

.Together, Hosseinipour and Anzalone earned over $2,000,000 from I2G. See GX.101e (commission totals for Leaders R Us, Life Changer Productions, and Pro Networking); R.504:#4348-4349.

The fact that the government combined the earnings of four individuals and linked Hosseinipour and  Anzalone's earnings does not prove criminal intent. Instead, it shows that the government improperly used Anzalone's guilty plea to assume her guilt.  During Anzalone's direct, the question "You and Faraday or Faraday and You" was asked dozens of times.

Hosseinipour likewise asserts (Br.56-62) that the evidence was insufficient to support her conviction for mail fraud conspiracy. But as with Barnes, the evidence showed that Hosseinipour knew I2G was a fraudulent pyramid scheme dependent on recruitment, and that she herself made misrepresentations in promoting I2G. Hosseinipour was a top distributor with insider knowledge of I2G. R.504:#4479-4480. She knew that Emperors had “zero” chance of recouping their investment through casino profits. R.465:#3601-3602. Ninety percent of Hosseinipour and Anzalone’s earnings came from recruitment, R.504:#4413, and they only ever saw “negligible” casino profits, R.504:#4528-4529; R.505:#4553. Nevertheless, Hosseinipour falsely claimed in an April 2014 promotional video that casino profits had gone up every month. GX.155(24:37- 25:05); see R.683:#8712-8713. She also promoted Emperor positions as passive income; in one video, she brought on co-defendant Jason Syn as a guest, who said that Emperors did not need to do anything to make money, R.682:#8509- Case: 22-6121 Document: 99 Filed: 03/13/2024 Page: 59 42 8512, despite Hosseinipour’s knowledge to the contrary. See also R.504:#4528- 4529; GX.155(5:12-5:20, 10:40-11:30) (Hosseinipour claiming “we get paid when other people play”). Victims testified that they watched Hosseinipour’s videos before buying Emperor positions. See R.667:#6720-6725; R.669:#6885- 6886; R.683:#8706, 8742. The evidence showed that Hosseinipour engaged in other false and misleading conduct to further the fraudulent scheme. In her videos, Hosseinipour omitted the material fact that members could be placed in more favorable customer positions, R.504:#4362-4363; R.511:#4932-4933; see R.683:#8708-8709, and falsely claimed that Songstergram was backed by major companies and celebrities, including Sony, Warner Brothers, Britney Spears, and Lady Gaga, GX.155(6:51-9:l5); cf. R.688:#9040; R.684:#8851-8852. She also engaged in promotional “check flashing,” even though Anzalone discussed his concerns about the legality and inaccuracy of the practice with her. R.504:#4453-4456, 4489-4490. And in an email to a member after I2G changed its name to G1E, Hosseinipour claimed “[s]ales are way up,” BA.140, even though her own commissions had decreased dramatically, see R.487:#3874- 3876; R.511:#4927. Additionally, Hosseinipour was on clear notice that I2G was based on recruitment without product sales, as she was copied on emails that raised Case: 22-6121 Document: 99 Filed: 03/13/2024 Page: 60 43 concerns about I2G being a pyramid scheme; nevertheless, she continued to promote and sell I2G memberships. R.504:#4465-4474; R.505:#4559-4565; R.688:#8975-8978. Together, Hosseinipour and Anzalone earned over $2,000,000 from I2G. See GX.101e (commission totals for Leaders R Us, Life Changer Productions, and Pro Networking); R.504:#4348-4349. The evidence amply supported the jury’s finding that Hosseinipour knowingly conspired to participate in I2G’s fraudulent pyramid scheme.

 The government misinterpreted some of Anzalone's opinions to imply Hosseinipour's "state of mind," but he exculpated and spoke positively of her instead. Anzalone stated multiple times that he and Hosseinipour never believed they were doing anything wrong and trusted i2G's attorneys to handle any issues. He also stated that Hosseinipour would not lie, mislead, or deceive and that she believed in the product. Anzalone only had positive things to say about Faraday, describing her as an honest, good person who was smart and motivated to help others. Nevertheless, the government instructed the jury that Hosseinipour's crime was just "staying with the company," even though all distributors remained with the company. The evidence against Hosseinipour consisted of innocent and lawful actions portrayed as fraudulent.