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 huge amounts of time to support and help her team and provide training.( doc 701 #10944)

The government claimed that Hosseinipour was a top distributor with “insider knowledge” of I2G. R.504:#4479-4480)

Anzalone believes that his accomplishments earned him a courtesy "heads-up" as a top distributor, but “insider” is misapplied in this situation (R.504: #4479-4480). In contrast, Hosseinipour did not receive the same courtesy; she was described as being distant from Maike and was excluded from most discussions (465 #3579). Additionally, she had "no influence with Maike," which compelled her to copy the Azalones on emails to ensure that he read them (504 #4372). Furthermore, there is no documented communication with Barnes.

The government argued that Hosseinipour knew that Emperors had "zero" chance of recovering their investment through casino profits (R.465: #3601-3602). However, this was never promised or offered.

In contrast to the government’s claims, multiple witnesses—including Anzalone, Dugger, Logan, Fredericks, and Aiello—testified that Hosseinipur did not present i2G as an investment (Doc 701 #10943, 44). Instead, she described it as a legitimate multi-level marketing (MLM) program that required hard work (ex145, ex151, Fredericks). Hosseinipur stated in every video that the only guarantee was that if you did not work, you would not earn any money (155 1:44-2:20 Doc 701 #10944). The notion of recouping "investments" from casino profits was not presented as part of the i2G plan. She emphasized the importance of driving casino customers to the i2G products, with the business volume tied to commission payments (155 20:35-22:30 Doc 701 #10948).

**From Hosseinipour Video Script:**

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

because our customer volume and online

entertainment counts as the 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 government claimed that 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 on recruitment focus are semantics that lack evidence. The government witness Reynold described the same I2G revenues as 93% of product sales. (doc 498 4246)

Charges were made against Neora claiming that 90% of its focus was on recruitment, but these allegations were dismissed as "rigid theoretical opinion." An expert from the FTC acknowledged that there is no established "recruitment test" to determine the balance between recruitment efforts and customer sales. Additionally, there is no criteria to favor “retail sales” over “internal consumption.” It was unreasonable to expect Hosseinipour to understand a formula that does not exist. As Anzalone noted, they relied on Rick and compliance attorney Koerner, believing that sound legal practices were in place. (doc 504 4462, 4345, 4422, 4454).

**Customer Spots**

The government accused Hosseinipour of committing fraud by secretly holding "customer spots" not disclosed to the public. However, data from i2G in 101i revealed that the distributors maintained 2,650 such customer positions. Reynolds had programmed the $19.95 position into the pay plan as the base rank (Doc 497#4032, 4047). There is no evidence that this information was kept secret. Both Reynolds and Anzalone stated that this practice was common and legal. Reynolds emphasized that the rank level did not affect a distributor's earnings, as hard work is required to make money (Doc 498#4213). Logan testified that he acquired a fantasy sports customer spot (Doc 701 #10919). Despite the lack of evidence showing that Hosseinipour withheld this information from anyone, the government misinterpreted the law, claiming that holding customer spots constituted the concealment of material facts (Doc 671 #7710).

**Bonus Change Email**

The government argued that Hosseinipour's receipt of an email announcing a change in the bonus structure—claimed to be withheld from others as evidence of fraud—is absurd. There was no evidence showing that this information was necessary for achieving a bonus or that it was beneficial. The "bait and switch" led to Hosseinipour losing $35,000, as Maike never paid the bonus. Additionally, there was no proof that Hosseinipour withheld this information. Anzalone stated that he was a networker and likely shared the information (Doc 504 4485 4486). Learning about a change in an MLM sales bonus does not constitute fraud. For a material omission to be proven, it must be related to a specific statement. See Doc 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," which was included in every distributor PowerPoint presentation. However, this tagline refers to the i2G compensation plan, which generates commissions based on "customer usage" or "play" of the casino, fantasy sports, and social casino games. The government presented overwhelming evidence to support its claims, including documentation from 101B, 101C, 145, and 158, as well as testimonies from Reynolds, Keep, and Anzalone. This evidence included documented business volume linked to casino and fantasy sports transactions which were payable as commissions. (155 20:35-22:35) Both Glen Logan and Catrina Dugger confirmed that the commissions they received were indeed 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

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)

Dugger:  “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?

Dugger. “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 to a non-witness email as evidence of fraud. Anzalone confirmed the truthfulness of Hosseinipour's statements. Both Logan and Dugger also affirm the accuracy of these statements and expressed excitement about fantasy sports (Doc 505, pp. 4589, 4590; Doc 690, pp. 9500, 9501, 9468).

They noted, "After the acquisition of FantasySports, the volume was increasing" (Doc 701, p. 10909).

Hosseinipour attempted to introduce video evidence demonstrating the increase in customer sales and excitement related to fantasy sports. While Manning struggled to explain its relevance, Barnes clarified that the purpose of the video was to showcase product usage. The Court granted permission for the evidence to be presented; however, Manning repeatedly failed to present Hosseinipour’s video evidence. (doc 701 #10938-42)

On July 26, 2022, the court allowed many 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, allowing 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.

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**Ferrari email**

The government presented an email with suggestions to improve the website as evidence of fraud. Hosseinipour’s response demonstrated her efforts to address his concerns. (Doc 504 #4470,71)

Maike responded that they could address some of the issues.  Anzalone stated the issues were in fact 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)

In fact, Ferrari is on video in the Government evidence after this time raving about his love of the I2G Touch product and company.

**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.  This claim was based on a 2-second statement by Syn on a 1.5-hour video emphasizing the importance of hard work. Hosseinipour emphasized hard work throughout the video and made income disclaimers.  Syn emphasized that after the 5000 emperor packages were sold, the entire focus was to drive customers to the casino. (151 41;51-44:45)

 The Government claims that representing a truthful’ Get Paid to Play” as the I2G was a fraudulent claim when it was well documented that distributors earned 25% of casino and fantasy sports play.  101C 101B 145  Doc 690 9500, 9501,  9468. Doc701 10844, 45, 10909,  10918 Doc 701 #10909

The government proposed that some distributors had watched Hosseinipour’s videos. The evidence demonstrated that every distributor who bought an emperor package was influenced by the representations made by their sponsors. No one claimed that Hosseinipour misrepresented any content. Sieb mentioned that she viewed Hosseinipour's videos after joining through her direct sponsor, Chris Lamont (R.683: #8704, #8706, #8737).

Fredericks was introduced to I2G and was sponsored by Breakiron (doc 683 #8753), whom he met while prospecting for MLM (multi-level marketing) opportunity seekers (R-683 8782-8786).

 Aiello saw Hosseinipour’s video **after** he saw his sponsor’s video. (673  6720 6783) He stated “he couldn’t remember” over 20 times (Doc 673 6720, 22, 29, 30, 31, 59), including the content of Hosseinipour’s video, “It was so long ago.”(Doc 673 6786)

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

 The government claimed that Hosseinipour stated that Songstagram was backed by major companies and celebrities, a claim that was widely reported by Maike and Wright. At the launch event for Songstagram, recordings were presented as evidence, showing Wright announcing the involvement of various celebrities. In its closing remarks, the government had to concede that there was no proof that Hosseinipour disbelieved these announcements. However, they argued that she acted irresponsibly by repeating the information without proper due diligence.

 The government argued that Hosseinipour engaged in promotional “check flashing,” even though Anzalone discussed his concerns with her. R.504:#4453-4456, 4489-4490.  Despite Anzalone’s belief that he expressed concerns, he clarified that he believed “the check recognition events” were a good situation and trusted that Rick had a competent legal team, stating, "I figured it was legal." (Doc 504 #4454-56). He confirmed that the recognition checks he received with Hosseinipour were accurate (Doc 504 4453, 4510). In contrast, an Asian check he received alone was disputed because of an unpaid bonus (Doc 504 4454, Doc 505 4711-12, Doc 504 4490). The check in dispute was not presented as evidence.

The prosecution interchanged statements of “we” to infer Hosseinipour when he referred to  Maike or the company instead. ( doc 504 4449-51) For example, Immediately after getting a “we” admission such as  “We did flash checks in Asia” (504 4447)  when Hosseinipour was never in Asia.

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 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 Catrina Dugger seven completely improper questions, implying that Hosseinipour was aware of the casino profits. For example, he asked, "If Faraday knew that the casino profits were negligible, would you have expected her to inform you before you invested $5,000 in this?" (Doc 690 9518-9521). This question was inappropriate because there was no evidence to suggest that Hosseinipour had any knowledge of the casino profits.

During Anzalone's direct examination, "You and Faraday, or Faraday and you" was asked repeatedly. The government misinterpreted Anzalone's opinions to imply something about Hosseinipour's "state of mind." However, Anzalone consistently emphasized that he and Hosseinipour never believed they were doing anything wrong; they trusted i2G's attorneys to handle any issues. He also stated that Hosseinipour would not lie, mislead, or deceive anyone and that she had confidence in the product. Anzalone praised Faraday, describing her as an honest, kind, intelligent person motivated to help others.

The government instructed the jury that Hosseinipour's crime was simply "staying with the company," even though all distributors remained. The evidence against Hosseinipour consisted of innocent and lawful actions misrepresented as fraudulent.