

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
United States v. Saint Clair, No. 19 Cr. 790 (PKC)

EXHIBIT A

Timeline Chart: The Ten-Year Void Theory vs. the Documented UN Engagements

(One page — the Government's summation and § 2255 assertions drawn to scale against twelve documented UN engagements, 2017–2019, with the iGoBit fundraising period overlaid)

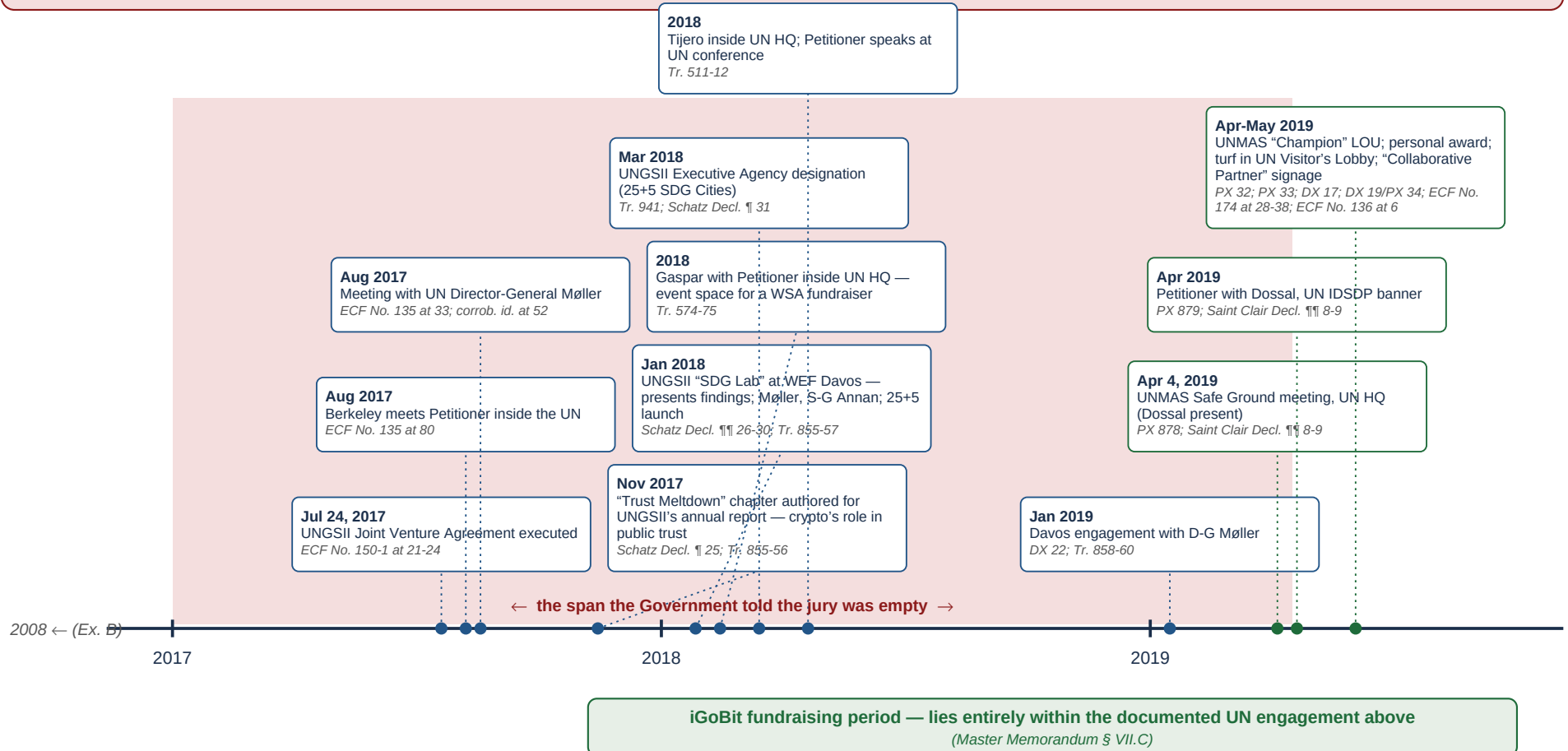
*Demonstrative aid — organizes record evidence; not itself evidence.
Every entry is cited to a trial exhibit (GX/DX/PX), transcript page (Tr.), or docket entry (ECF).*

EXHIBIT A**Timeline Chart: The Ten-Year Void Theory vs. the Documented UN Engagements***The Government's theory drawn to scale against the record — every entry cited to a trial exhibit, transcript page, or docket entry***THE GOVERNMENT'S VOID — WHAT ITS THEORY REQUIRES TO BE EMPTY:**

"no evidence of any interaction between the United Nations and the World Sports Alliance for the more than 10 years between 2008 and 2018" (Tr. 1041)

"no affiliation of any type with the United Nations in 2017 or 2018" (Tr. 1040) • WSA performed "no UN-associated work" before April 2019 (ECF No. 146 at 13-14)

"the closest he got to the UN was having an apartment office across the street" (Tr. 1087)



For the Government's theory to be true, every documented engagement above — its own exhibits, its own witnesses — must not exist.

At least eight documented UN engagements fall inside the period the Government told the jury was empty. (Master Memorandum § VII.C.)

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EXHIBIT B

The Unbroken Arc of WSAIGO–UN Engagement (2006–2019)

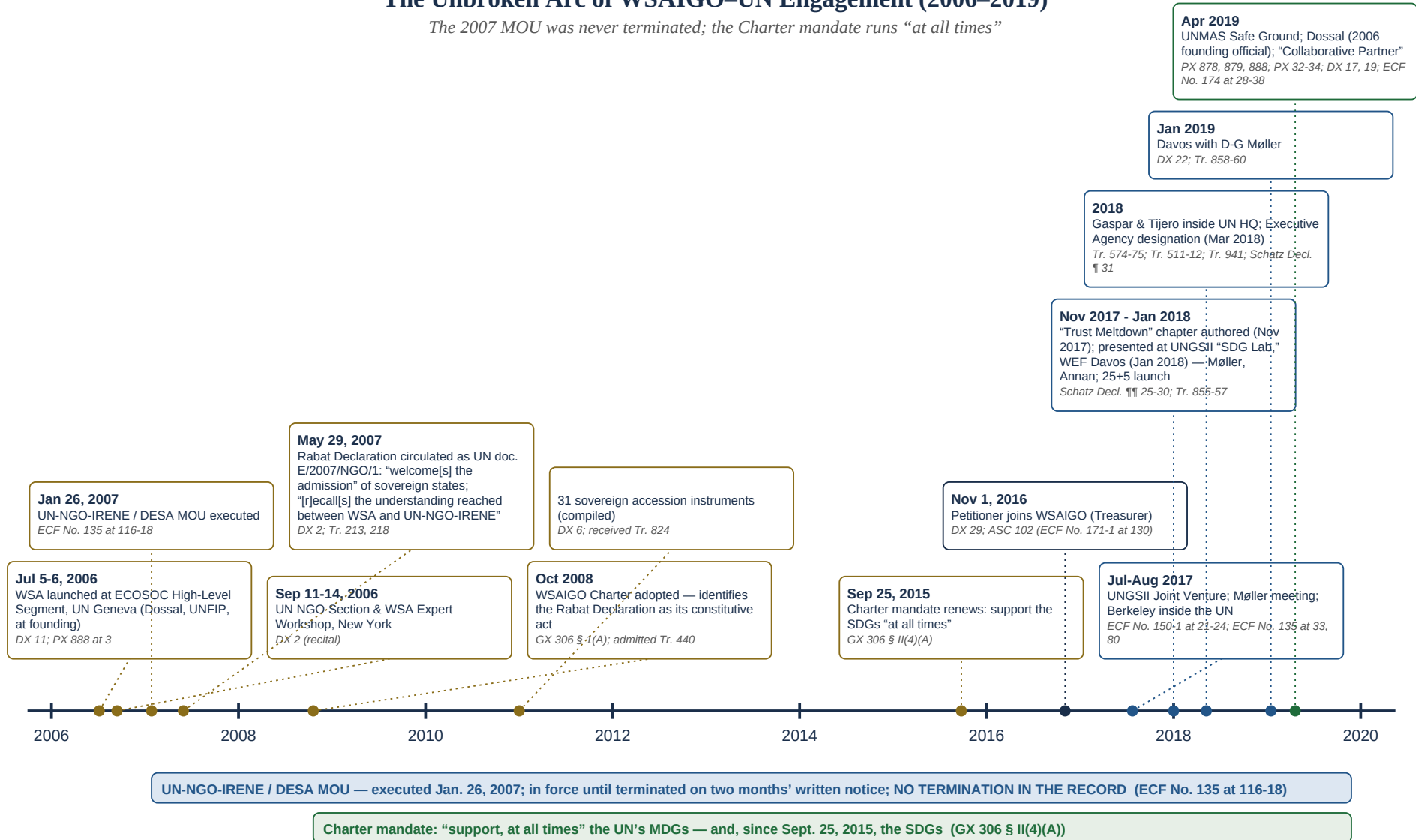
*(One page — founding instruments to arrest: the 2007 UN-NGO-IRENE/DESA MOU, never terminated;
the Charter’s “at all times” mandate; and the thirteen-year Dossal loop, 2006–2019)*

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EXHIBIT B

The Unbroken Arc of WSAIGO–UN Engagement (2006–2019)

The 2007 MOU was never terminated; the Charter mandate runs “at all times”



THE THIRTEEN-YEAR LOOP — Amir Dossal (UNFIP) at WSA’s 2006 founding (PX 888 at 3; DX 11 pp. 226-228), and with Petitioner at the UN in April 2019 (PX 878, 879)

Corroborated by a UN Senior Advisor’s sworn chronology (ECF No. 135 at 49-60). The iGoBit fundraising period lies entirely within this documented engagement.

“WSA was a real intergovernmental organization” that “did in fact work with the United Nations.” (Schatz Decl., ECF No. 135 at 51 ¶ 70.)

UNITED STATES DISTRICT COURT
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EXHIBIT C

Documented UN Engagements Map (2017–2019)

*(Two pages — Page 1: engagement table, every node dated and cited to the transcript or an exhibit;
Page 2: proximity scatter — Petitioner centered, the Government’s “apartment office across the street”
(Tr. 1087) alone in the outer orbit)*

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EXHIBIT C**Documented UN Engagements Map (2017–2019)***Every node cited to the transcript or an exhibit — set against the Government’s summation assertions*

Date	Engagement	Source / Witness	What the record shows	Citation
Jul 24, 2017	UNGSII Joint Venture Agreement executed — joint projects on the UN Geneva campus	<i>UNGSII (founded by D-G Møller; run by Senior Advisor Schatz, ECF No. 135 at 110, 172)</i>	Formal joint-venture instrument; Schatz swore he agreed to audit the cryptocurrency, assisted its launch, and introduced Petitioner to investors	<i>ECF No. 150-1 at 21-24; ECF No. 135 at 51 ¶¶ 16, 24, 46, 64</i>
Aug 2017	Petitioner meets UN Director-General Møller	<i>Sworn declarations (Petitioner; corroborated by Schatz)</i>	Meeting with the Director-General of UN Geneva, nine months into Petitioner’s tenure	<i>ECF No. 135 at 33; corrobor. id. at 52</i>
Aug 2017	Alfred Berkeley III meets Petitioner inside the UN	<i>Defense witness (former NASDAQ president) — account never rebutted</i>	Petitioner present and working inside the United Nations in 2017	<i>ECF No. 135 at 80</i>
2018	Gaspar accompanies Petitioner into UN HQ to view event space for a WSA fundraiser	<i>Government witness, on the Government’s own direct examination</i>	Petitioner inside UN HQ on WSA business with UN personnel; the encounter was “just normal . . . nothing abnormal in terms of the behavior”	<i>Tr. 574-75</i>
2018	Tijero attends UN conference inside UN HQ with Petitioner; Petitioner speaks	<i>Government witness (immunized), on cross</i>	“You understood that there was a relationship between the U.N. and World Sports Alliance; right? A. Yes, that was my understanding.”	<i>Tr. 511-12</i>
Nov 2017	Petitioner authors “Trust Meltdown” chapter for UNGSII’s annual report	<i>Schatz sworn declaration; Petitioner’s trial testimony</i>	Invited by Schatz to write on “the role that cryptocurrency played in modern economics as it pertained to public trust”	<i>Schatz Decl. ¶ 25 (ECF No. 135 at 49-60); Tr. 855-56</i>
Jan 2018	UNGSII “SDG Lab” held concurrent to WEF Davos — Petitioner presents his findings	<i>Schatz sworn declaration; Petitioner’s trial testimony</i>	Introduced to UN executives; deepened relationship with D-G Møller; introduced to former S-G Annan; 25+5 SDG Cities Platform launched	<i>Schatz Decl. ¶¶ 26-30; Tr. 855-57</i>
Mar 2018	UNGSII designates WSA an Executive Agency (25+5 SDG Cities program)	<i>Petitioner’s trial testimony; Schatz sworn declaration</i>	“[UNGSII] made World Sports Alliance an executive agent” on the SDG cities program; partnership “expanded to include WSA as an Executive Agency”	<i>Tr. 941; Schatz Decl. ¶ 31</i>
Jan 2019	Davos engagement with D-G Møller (UNGSII meeting)	<i>Trial exhibit + testimony; photo received over objection</i>	Petitioner photographed in UNGSII working meeting; Møller identified as “the director general of the [United] Nations”	<i>DX 22; Tr. 858-60</i>
Apr 4, 2019	UNMAS Safe Ground meeting inside UN Headquarters; Amir Dossal present	<i>Photograph (official UN photographer)</i>	Petitioner inside UN HQ at UNMAS working meeting — with the same UN official documented at WSA’s 2006 founding (PX 888 at 3)	<i>PX 878; Saint Clair Decl. ¶¶ 8-9</i>
Apr 2019	Petitioner with Dossal at UN IDSDP banner, UN Headquarters	<i>Photograph (publicly posted Apr. 8, 2019)</i>	Continuity: the 2006 founding official working with WSA thirteen years later	<i>PX 879; Saint Clair Decl. ¶¶ 8-9</i>
Apr 2019	UNMAS names WSAIGO a “Champion”; personal UNMAS award to Petitioner	<i>UNMAS Letter of Understanding; award</i>	UN entity formalizes the relationship in writing, and honors Petitioner personally	<i>PX 32 (ECF No. 174 at 38); PX 33 (ECF No. 136 at 6)</i>
Apr-May 2019	WSAIGO turf installation in the UN Visitor’s Lobby; UN “Collaborative Partner” signage	<i>Photographs; UN signage</i>	The United Nations publicly identifies WSA as a “Collaborative Partner” inside its own headquarters	<i>DX 17 (ECF No. 174 at 28); DX 19 / PX 34 (ECF No. 174 at 29-32); Tr. 1014-15</i>

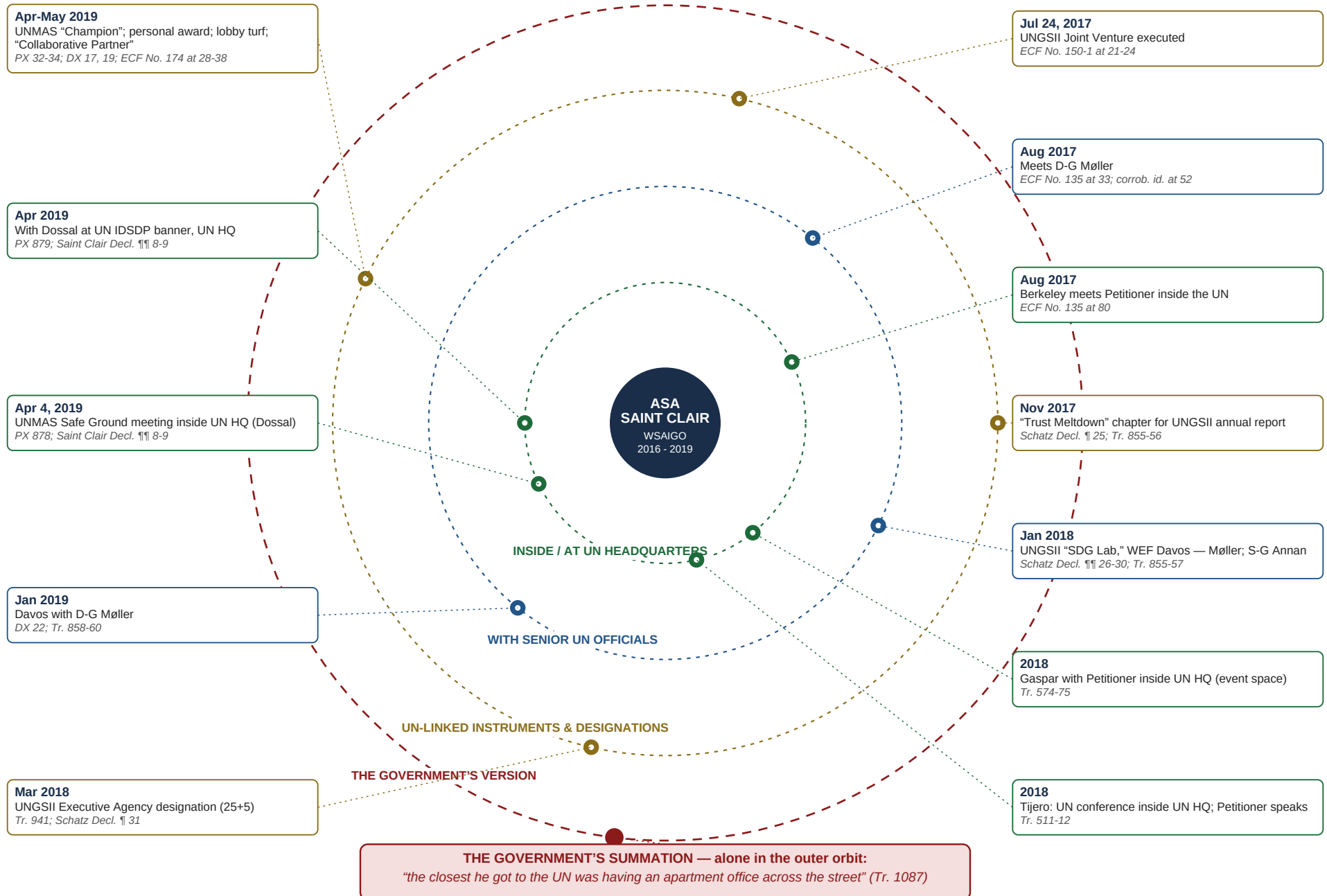
Set against: “no affiliation of any type with the United Nations in 2017 or 2018” (Tr. 1040) • “the closest he got to the UN was having an apartment office across the street” (Tr. 1087) • “no current connection with the United Nations in 2017 or 2018” (Tr. 1033)

Every node above is cited to the transcript or an exhibit. An “apartment office across the street” appears nowhere in this record.

EXHIBIT C

Page 2 of 2 — Petitioner's Documented UN Proximity (2017–2019)

Radial distance = institutional proximity to the United Nations; each node dated and cited from Page 1. Chronology runs clockwise from the top.



UNITED STATES DISTRICT COURT
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EXHIBIT D

The Government's Multiple Blockchain Timelines

*(Two pages — Page 1: what the Government told this Court (ECF No. 73) and the jury (Tr. 1055);
Page 2: THE RECORD — the self-authenticating blockchain evidence, Fed. R. Evid. 902(13)-(14),
never disputed at any stage)*

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EXHIBIT D

The Government's Multiple Blockchain Timelines

Page 1 of 2 — What the Government told the Court and the jury (ECF No. 73; Tr. 1055)

SEARCH — SEPT. 26, 2019 (warrant Sept. 25, ECF No. 30-1)

VERSION 1 — PRETRIAL, TO THIS COURT (ECF No. 73)

"WSA never completed a digital currency offering"; "[n]o substantial steps were taken" (ECF No. 73 at 4)

"It was not until 2020 . . . after the Government executed a search . . . that concrete steps were taken" (ECF No. 73 at 6)

VERSION 1'S OWN FOOTNOTE — THE SAME FILING

Quotes the whitepaper — with live hyperlinks to the blockchain: "irrefutable proof that GUMMEE was created September 18, 2019 . . . and finalized on September 23, 2019" (ECF No. 73 at 10 n.3). Never disputed: not then, not at trial, not in the § 2253 opposition.

VERSION 2 — SUMMATION, TO THE JURY

"the GUMMEE transfers, all that activity, that starts the day after the World Sports Alliance's offices were searched." (Tr. 1055) — i.e., September 27, after the search.



THE RELATED-ENTITY ERASURE

GME Foundation incorporated Mar. 3, 2019 (PX 198) — continuity of incorporators, management, and beneficiaries — yet the Court was told the entity was "completely different" and "not involved." (ECF No. 79 at 20.)

THE INTERNAL CONTRADICTION

The same filing that told this Court nothing happened until 2020 quoted — and hyperlinked — the record dating creation and finalization to September 2019, before the search. It suppressed the Sept. 26, 2019 Whitepaper 1.0 (PX 199) and injected the same document re-dated to Feb. 2020 as ECF No. 73-1.

EXHIBIT D

The Government's Multiple Blockchain Timelines

Page 2 of 2 — *THE RECORD*: self-authenticating and never disputed (*Fed. R. Evid. 902(13)-(14)*)

THE RECORD — IMMUTABLE, SELF-AUTHENTICATING, AND CONCEDED BY SILENCE

SEARCH — SEPT. 26, 2019 (warrant Sept. 25, ECF No. 30-1)

Sept. 18, 2019

First GUMMEE test transaction on the public Stellar ledger
— 18:21:34 UTC — verifiable on the public network today
PX 851

Sept. 18, 2019

Working G2 Digital Wallet — screenshots
PX 850

Sept. 23, 2019

First live GUMMEE transaction — three days before the search
DX 35

Sept. 26, 2019

GUMMEE Whitepaper Version 1.0 — suppressed by the Government
PX 199



AUTHENTICATION: Fed. R. Evid. 902(13)-(14) — certified records of electronic processes and systems; self-authenticating; provable by no witness's memory and alterable by no one. The Government possessed this record, reviewed and redacted it before trial (ECF No. 73 at 10 n.3), and has never disputed these timestamps — not pretrial, not at trial, and not in its § 2255 opposition.

Every event above precedes the September 26 search. A motive theory built on a backward timeline is not a theory — it is an invention presented as evidence.

(*Master Memorandum § IX.A.*)

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EXHIBIT E

Financial Summary: Amounts Advanced vs. Contractually Due

*(One page — Fed. R. Evid. 1006 summary prepared from the bank records underlying the Government's own forensic summaries, GX 2900 and GX 1500, and the compensation instruments in evidence:
\$427,480 advanced against \$2,989,699 contractually due)*

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EXHIBIT E

Financial Summary: Amounts Advanced vs. Contractually Due (Fed. R. Evid. 1006)

Prepared from the bank records underlying GX 2900 and GX 1500 and the compensation instruments in evidence

Summary of voluminous records pursuant to Fed. R. Evid. 1006, prepared from the same bank records underlying the Government's own forensic summaries, GX 2900 and GX 1500 (Tr. 686, 688-91, 706-07), and the compensation instruments in evidence. Authenticating source: Saint Clair Decl. ¶ 15.

I. The Instruments in Evidence — Compensation Terms

Instrument	Date	Compensation term	Record cite
DX 29 — WSAIGO Employment Contract (2016)	Nov. 2016	Salary — and only salary — conditioned on a \$2 million seed raise (§ 1(a)); "all reasonable and necessary business expenses" authorized (§§ 2(b)(ii)-(v))	Tr. 981-82; ECF No. 135 at 86, 89
GX 3102 — WSAIGO Employment Agreement (2018)	Mar. 2018	\$600,000 annually	Tr. 985
GX 3101 — Commtrade Employment Agreement (2018)	Apr. 2018	\$1,200,000 annually	Tr. 985
Combined post-April 2018 salary		\$1,800,000 annually	Tr. 985, 988
Accrual provision (both 2018 agreements)		If funds are insufficient, the executive "will elect to forego the payment of such compensation until sometime that [the company] has sufficient funds . . . and such compensation will accrue with no interest or penalties due."	GX 3101/3102, read verbatim at Tr. 988

II. The Comparison — Advanced vs. Contractually Due (Nov. 2016 – arrest)

	Amount	Basis
Total advanced to Petitioner (2016-2019)	\$427,480	Bank records underlying GX 2900 / GX 1500 (Tr. 686, 688-91, 706-07); analysis window Nov. 20, 2017 - Sept. 30, 2019 fixed "at the direction of the government" (Tr. 691-92)
Average per year (three years)	~\$142,493	$\$427,480 \div 3$
Contractually due under the instruments in evidence	\$2,989,699	DX 29; GX 3101 (\$1.2M/yr, Tr. 985); GX 3102 (\$600K/yr, Tr. 985); accrued per the provision read at Tr. 988; computation at Saint Clair Decl. ¶ 15
Owed to Petitioner at the time of arrest	\$2,562,219	$\$2,989,699 - \$427,480$
Advanced as a share of entitlement	~14.3%	$\$427,480 \div \$2,989,699$

Contractually due

\$2,989,699

Owed at arrest

\$2,562,219

Advanced

\$427,480

The instruments in evidence show Petitioner took about 14% of what he was entitled to receive. The misappropriation theory requires a man who took more than he was owed; the record shows the Government prosecuted the organization's largest creditor as its embezzler.