

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

Holding a Criminal Term
Grand Jury Sworn in on May 2, 2008

SEALED

UNITED STATES OF AMERICA) Criminal No. <u>CR-09-047</u>
)
) GRAND JURY ORIGINAL
)
v.) Count 1: 18 U.S.C. § 371 (Conspiracy)
)
) Count 2: 18 U.S.C. § 201 (Bribery)
)
MAUREEN NJIDEKA EDU,) Count 3: 18 U.S.C. §§ 1343, 1346 (Honest
also known as "Maureen N. Scurry,") Services Wire Fraud)
)
Defendant.) Count 4: 26 U.S.C. § 7206(1) (False Tax Return)
)
) 18 U.S.C. § 982 (Forfeiture)

BATES, J. JDB

INDICTMENT

FILED IN OPEN COURT

THE GRAND JURY CHARGES THAT:

FEB 20 2009

GENERAL ALLEGATIONS

CLERK, U.S. DISTRICT COURT
DISTRICT OF COLUMBIA

At all times relevant to this Indictment:

Defendant's Employment and Responsibilities

1. Beginning on or about May 30, 2000, and continuing through October 15, 2004, the defendant, MAUREEN NJIDEKA EDU, who was known as "Maureen N. Scurry" during that time period, was employed as a Business Development Specialist at the Export-Import Bank of the United States ("Ex-Im Bank"). As such, EDU was a public official within the meaning of Title 18, United States Code, § 201(a)(1).

2. Ex-Im Bank, with its headquarters in Washington, D.C., was the official export credit agency of the United States. Ex-Im Bank was established by the United States Congress as an agency of the United States “to aid in financing and to facilitate exports and imports and the exchange of commodities and services between the United States . . . and any foreign country or agencies or nationals thereof.” Ex-Im Bank typically provided loan guarantees and other means of financing designed to support United States exports to foreign countries.

3. When EDU began her federal government employment with Ex-Im Bank, she executed an Appointment Affidavit in which she swore to the following oath of office:

I will support and defend the Constitution of the United States against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties of the office on which I am about to enter: So help me God.

In addition to this oath of office, during the course of her employment with Ex-Im Bank, EDU was required to and did attend periodic ethics training sessions.

4. In her capacity as a Business Development Specialist, EDU worked for Ex-Im Bank’s Business Development Group covering Africa, and EDU focused on sub-Saharan Africa, which included the west African nation of Nigeria. EDU’s duties and responsibilities included developing business for Ex-Im Bank in Africa by, among other things, educating banks, companies, and business people about Ex-Im Bank’s products and encouraging them to utilize Ex-Im Bank to support business transactions involving the export of U.S. goods and services. This aspect of EDU’s employment involved, among other responsibilities, traveling to different African countries, meeting with various bankers and business persons, and making presentations to different organizations, businesses, and banks.

Loan Guarantees and Letters of Interest from Ex-Im Bank

5. Ex-Im Bank provided a number of products designed to support U.S. exports, including loan guarantees. The Ex-Im Bank guarantee committed the full faith and credit of the U.S. Government and covered all of the principal and regular interest on the guaranteed loan.

6. A "Letter of Interest" by Ex-Im Bank was a pre-export tool that helped international buyers obtain financing. A Letter of Interest was typically sought from Ex-Im Bank before a contract had been awarded, so that a lender, exporter, or international borrower could have a written, non-binding recitation of Ex-Im Bank's terms for a specific transaction. The Letter of Interest was an indication of Ex-Im Bank's willingness to consider financing for a given export transaction. An application for a Letter of Interest was normally processed within seven working days, was valid for six months, and could be renewed for up to two years.

The U.S. Technology Company-Nigerian Television Company Business Deal

7. U.S. Technology Company was incorporated under the laws of the State of Indiana in or about January 1998 and headquartered in Louisville, Kentucky. U.S. Businessman was the president, chief executive officer, and chairman of the board of U.S. Technology Company. U.S. Technology Company developed and marketed "Triple Play" technology, which enabled audio, video, and data to be transmitted over copper wire.

8. Nigerian Television Company was a Nigerian telecommunications company with its corporate offices in Abuja, Nigeria. Nigerian Businessman A was the Chairman of Nigerian Television Company, and Nigerian Businessman B was the Managing Director.

9. Representative A was a Member of the United States Congress.

10. In mid-July 2003, in Nigeria, Representative A met executives of Nigerian Television Company, who were pursuing a telecommunications venture in Nigeria and elsewhere in Africa. Representative A advised them that U.S. Technology Company could provide the goods and services desired by Nigerian Television Company.

11. On or about July 20, 2003, in London, England, Representative A introduced U.S. Businessman to Nigerian Television Company executives, who preliminarily agreed to purchase U.S. Technology Company's products and services for Nigerian Television Company's use in Nigeria.

12. On or about July 23, 2003, U.S. Businessman by letter invited Nigerian Television Company executives to visit the United States, copying the letter to Representative A. About one week later, on or about July 30, 2003, Nigerian Businessman A and Nigerian Businessman B traveled to the District of Columbia to meet with U.S. Businessman and Representative A.

Nigerian Television Company Seeks Financial Support from Ex-Im Bank

13. In early August 2003, Representative A arranged a meeting between EDU and U.S. Businessman, Nigerian Businessman A, and Nigerian Businessman B, to discuss the U.S. Technology Company-Nigerian Television Company business deal and possible financial support from Ex-Im Bank.

14. On or about August 4, 2003, Nigerian Businessman B, on behalf of Nigerian Television Company, filed an application for a Letter of Interest from Ex-Im Bank involving the U.S. Technology Company-Nigerian Television Company deal. In the section of the

application requesting a description of the items to be exported, the words "broadcasting/digital image equipment" were added to the application along with the initials "MNS."

15. On or about August 6, 2003, in New York, New York, Nigerian Businessman A executed a contract on behalf of Nigerian Television Company with U.S. Businessman on behalf of U.S. Technology Company in which Nigerian Television Company agreed to pay U.S. Technology Company \$44,934,400 as a "technology transfer fee." The first installment of \$6,500,000 of that fee was due from Nigerian Television Company payable to U.S. Technology Company within five days of the date of the contract.

16. On or about August 7, 2003, Ex-Im Bank issued a Letter of Interest to Nigerian Television Company stating that Ex-Im Bank's "review of the participant and product information in your application indicates that Ex-Im Bank support may be available for this transaction." The letter also noted that "[i]f you have any questions about this Letter of Interest, please contact the Ex-Im Bank International Business Development Officer, Maureen Scurry at telephone (202) 565-XXXX."

17. Between August 27, 2003, and August 29, 2003, Nigerian Television Company paid U.S. Technology Company \$1.5 million in two wire transfers, and on or about January 22, 2004, Nigerian Television Company paid U.S. Technology Company an additional \$5 million by wire transfer.

18. Because of disputes that arose between U.S. Technology Company and Nigerian Television Company, the business agreement ultimately ended in mid 2004 and no goods or services were ever provided by U.S. Technology Company to Nigerian Television Company.

COUNT 1
(Conspiracy)

19. Paragraphs 1 through 18 of this Indictment are re-alleged as if fully set forth herein.

20. Beginning in or about August 2003 and continuing through at least in or about March 2004, the exact date being unknown to the Grand Jury, in the District of Columbia, and elsewhere, the defendant, MAUREEN NJIDEKA EDU, also known as "Maureen N. Scurry," did knowingly combine, conspire, confederate, and agree, together with Nigerian Businessman A, Nigerian Businessman B, and others known and unknown to the grand jury, to commit the following offenses against the United States:

a. being a public official, to, directly and indirectly, corruptly demand, seek, receive, accept, and agree to receive and accept anything of value personally and for any other person and entity, in return for being influenced in the performance of any official act, in violation of Title 18, United States Code, Section 201(b)(2)(A); and

b. to devise a scheme and artifice to defraud and deprive the citizens of the United States and the Export-Import Bank of the United States of their right to the honest services of EDU, performed free from deceit, fraud, concealment, bias, conflict of interest, self-enrichment, and self-dealing, and to use wire communications in interstate and foreign commerce to further the scheme to defraud, in violation of Title 18, United States Code, Sections 1343 and 1346.

Purpose of the Conspiracy

21. The purpose of the conspiracy was for EDU to enrich herself by receiving money from Nigerian Businessman B and Nigerian Television Company in return for EDU's promise

to undertake official acts in her capacity as an employee of Ex-Im Bank to facilitate the receipt by Nigerian Television Company of loan guarantees and other financial support from Ex-Im Bank and to otherwise secure preferential treatment for Nigerian Television Company.

Manner and Means of the Conspiracy

Among the manner and means by which EDU and her co-conspirators would and did carry out the conspiracy were the following:

22. EDU, by virtue of her employment at Ex-Im Bank, would be in a position to provide assistance to businesspersons seeking, among other things, loan guarantees and credit risk insurance.

23. EDU would agree with Nigerian Businessman B and other executives of Nigerian Television Company to perform official acts to assist Nigerian Television Company in seeking and securing financial backing from Ex-Im Bank in return for being paid \$173,500.

24. EDU would direct that the money be sent to her personal bank account, which would conceal her receipt of the bribe payments from officials at Ex-Im Bank.

Overt Acts

In furtherance of the conspiracy, and to effect the objects thereof, the following overt acts were committed within the District of Columbia, and elsewhere:

25. In early August 2003, EDU met with U.S. Businessman, Nigerian Businessman A, and Nigerian Businessman B at the offices of Ex-Im Bank in the District of Columbia to discuss the products offered by Ex-Im Bank relevant to the U.S. Technology Company-Nigerian Television Company business deal.

26. On or about August 4, 2003, Nigerian Businessman B executed a "Letter of Interest Application" submitted to Ex-Im Bank in the District of Columbia seeking financial support for the U.S. Technology Company-Nigerian Television Company business deal.

27. On or about December 15, 2003, EDU traveled to Abuja, Nigeria, on an official trip as an Ex-Im Bank employee, where she met with Nigerian Television Company executives about the pending U.S. Technology Company-Nigerian Television Company deal.

28. In or around mid to late December 2003, EDU agreed with Nigerian Businessman B and other executives of Nigerian Television Company to perform official acts to assist Nigerian Television Company in seeking and securing financial backing from Ex-Im Bank in return for being paid money.

29. On or about December 31, 2003, EDU caused her bank account number and her bank's name, address, and routing number to be emailed to Nigerian Businessman B.

30. Between on or about February 17 and 20, 2004, Nigerian Businessman B met with Representative A and U.S. Businessman in Nigeria.

31. On or about February 24, 2004, Nigerian Businessman B sent a letter to Nigerian Television Company's bank in Nigeria captioned "Facilitation Fees to Maureen Scurry," in which Nigerian Businessman B asked that \$100,000.00 be "transferred to Miss Maureen Scurry of US-EXIM Bank to enable her to facilitate our guarantees with Ex-im [sic] Bank," and in which Nigerian Businessman B stated that "the Board of Directors [of Nigerian Television Company] requested the personal assistance of Maureen Scurry to expedite processes with Ex-im Bank" and that the "total amount agreed upon between ourselves was US\$173,500.00" but that "the balance will be paid once the transaction is over and monies are disbursed."

32. On or about February 27, 2004, EDU and Nigerian Businessman B caused a wire transfer of \$100,000 from Nigerian Television Company's bank in Nigeria to EDU's personal bank account at a bank in the District of Columbia, which, less fees, was credited to EDU's account as \$99,972.

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

COUNT 2
(Bribery)

33. Paragraphs 1 through 18 of this Indictment are re-alleged as if fully set forth herein.

34. On or about February 27, 2004, in the District of Columbia, and elsewhere, the defendant, MAUREEN NJIDEKA EDU, also known as "Maureen N. Scurry," being a public official, did, directly and indirectly, knowingly and corruptly demand, seek, receive, accept, and agree to receive and accept a thing of value personally and for any other person and entity, in return for being influenced in the performance of any official acts, to wit: EDU did demand, seek, receive, accept, and agree to receive and accept things of value from Nigerian Businessman A, Nigerian Businessman B, and Nigerian Television Company, in the form of a \$100,000 wire transfer, in return for EDU's promise to perform official acts to assist Nigerian Television Company in obtaining loan guarantees and other financial support from the Export-Import Bank of the United States.

All in violation of Title 18, United States Code, Sections 201(b)(2)(A) and 2.

COUNT 3
(Deprivation of Honest Services by Wire Fraud)

35. Paragraphs 1 through 18 of this Indictment are re-alleged as if fully set forth herein.

36. On or about February 27, 2004, in the District of Columbia, and elsewhere, the defendant, MAUREEN NJIDEKA EDU, also known as "Maureen N. Scurry," did knowingly devise a scheme and artifice to defraud and deprive the citizens of the United States and the Export-Import Bank of their right to the honest services of EDU, an employee of the Export-Import Bank of the United States, performed free from deceit, fraud, concealment, bias, conflict of interest, self-enrichment, and self-dealing, by knowingly and corruptly demanding, seeking, receiving, accepting, and agreeing to receive and accept things of value from Nigerian Businessman A, Nigerian Businessman B, and Nigerian Television Company, that is, \$100,000, in return for EDU's promise to perform official acts to assist Nigerian Television Company in obtaining loan guarantees and other financial support from the Export-Import Bank of the United States.

Purpose of the Scheme and Artifice

37. The purpose of the scheme and artifice was for EDU to unjustly enrich herself by receiving bribe money from Nigerian Businessman B and Nigerian Television Company in return for being influenced in the performance of her official acts in favor of Nigerian Television Company. It was a further purpose of the scheme and artifice for EDU to conceal the receipt of this bribe money from her employer, the Export-Import Bank of the United States, by having the money transferred to her personal bank account.

The Scheme and Artifice

38. Paragraphs 22 through 24 of the Manner and Means section of the Conspiracy of Count 1 of this Indictment are re-alleged and incorporated herein by reference as a description of the scheme and artifice.

Use of the Wires

39. On or about February 27, 2004, in the District of Columbia and elsewhere, and for the purpose of executing such scheme and artifice to defraud, EDU did knowingly cause to be transmitted writings, signs, signals, and sounds by means of wire communications in interstate and foreign commerce, namely, a wire transfer of \$100,000 from a bank in Nigeria to a bank in the District of Columbia at which EDU held a personal bank account.

All in violation of Title 18, United States Code, Sections 1343, 1346, and 2.

COUNT 4 **(False Tax Return)**

40. Paragraphs 1 through 18 of this Indictment are re-alleged as if fully set forth herein.

41. On or about June 21, 2005, in the District of Columbia, the defendant, MAUREEN NJIDEKA EDU, also known as "Maureen N. Scurry," did willfully make and subscribe a false United States Individual Income Tax Return, Form 1040, for the calendar year 2004, which contained and was verified by the defendant's written declaration that the return was made under penalties of perjury, and was filed with the Internal Revenue Service, and which income tax return the defendant did not believe to be true and correct as to every material matter, in that the income tax return reported taxable income of \$70,720 and taxes due of

\$9,981, whereas, as the defendant there and then well knew and believed, her income and federal income tax for calendar year 2004 was substantially in excess of the amounts reported, because said income tax return failed to report as income her receipt of \$99,972 in payment from Nigerian Television Company A on or about February 27, 2004.

All in violation of Title 26, United States Code, Section 7206(1).

FORFEITURE

42. The allegations contained in Counts 1 through 3 of this Indictment are hereby repeated, re-alleged, and incorporated by reference herein as though fully set forth at length for the purpose of alleging forfeiture, pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c).

43. Pursuant to Rule 32.2(a), the defendant, MAUREEN NJIDEKA EDU, also known as "Maureen N. Scurry," is hereby notified that, upon conviction of a violation of Title 18, United States Code, Section 201(b)(2)(A), as alleged in Count 2, or conviction of a violation of Title 18, United States Code, Section 1343, as alleged in Count 3, or conviction of a violation of Title 18, United States Code, Section 371 for conspiring to commit such offenses, as alleged in Count 1, the defendant shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C), any proceeds, real or personal, obtained or retained in the violation, and any property traceable to such proceeds, including, without limitation, a sum of money equal to at least \$100,000.00 in United States currency, representing the proceeds of the violations of Title 18, United States Code, Sections 201(b)(2)(A), 1343, and 371.

44. Pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c), the defendant shall forfeit substitute property up to

the value of the property described in the previous paragraph if that property, as a result of any act or omission of the defendant:

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

It is the intent of the United States to seek forfeiture of any other property of the defendant up to the value of the above forfeitable property, including, but not limited to, the following:

the residence located at [REDACTED], Potomac, Maryland, with a legal description of Lot numbered [REDACTED], Block Lettered [REDACTED], in the Subdivision known as [REDACTED] as per plat thereof recorded in Plat Book [REDACTED] at page [REDACTED], among the Land Records of Montgomery County, Maryland.

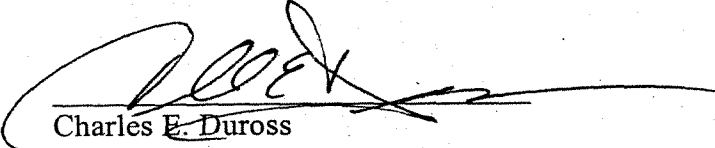
All in accordance with Title 18, United States Code, Section 981(a)(1)(C); Title 28, United States Code, Section 2461(c); and Rule 32.2(a), Federal Rules of Criminal Procedure.

A TRUE BILL:

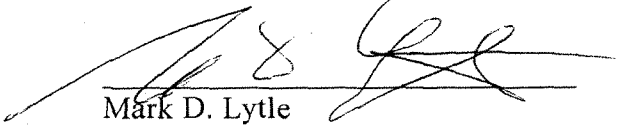
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Foreperson of the Grand Jury

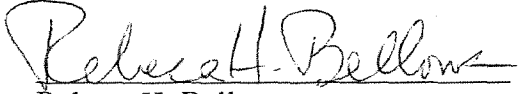
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