IN THE UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF VIRGINIA

Alexandria Division

UNITED STATES OF AMERICA	)	
	)	
v.	)	CRIMINAL NO. 1:06cr10
	)	
BRETT M. PFEFFER	)	
	)	
Defendant	)	

CRIMINAL INFORMATION

Count 1
(Conspiracy to Commit Bribery)

THE UNITED STATES CHARGES THAT:

I. INTRODUCTION

1. At all times relevant to this matter, the defendant, Brett M. Pfeffer (also referred to as "Pfeffer"), resided in Herndon, Virginia, within the Eastern District of Virginia.

2. From approximately 1995 through 1998, Pfeffer was employed as a Legislative Assistant by a Member of the United States Congress ("Representative A"). In 1998, Pfeffer left employment with Representative A and embarked on various business consulting jobs. At all times relevant to this matter, Pfeffer maintained a professional and social relationship with Representative A.

3. By in or about early 2004, Pfeffer began to work as President of an investment company based in McLean, Virginia, and controlled by an individual who later became a cooperating witness for the government ("CW"). Pfeffer's employment responsibilities included seeking out and researching investment opportunities for the company. As part of

Pfeffer's compensation, it was agreed that Pfeffer would obtain a percentage of any profits generated by the company as a result of investment opportunities developed by Pfeffer.

4. In or about Spring 2004, Pfeffer brought CW from McLean, Virginia, to Representative A's Washington, D.C., congressional office where CW was introduced to the founder of a Kentucky-based company that held the rights to a technology that enabled copper wires to transport high-speed internet and broadband services to a wide array of consumers. The purpose of the meeting was to inform CW of the Kentucky-based company's plans to provide broadband services, including high-speed internet service and cable television service to Nigerians over the copper wire telephone line infrastructure operated by the government-controlled Nigerian Telephone Company (the "Nigerian Deal") and to see whether CW would be interested in investing in the Nigerian Deal.

5. After attending this and other meetings, CW decided to invest in the Nigerian Deal by causing CW's company to enter into a licensing and distribution agreement with the Kentucky-based company for the exclusive rights to market and distribute the Kentucky-based company's technology and equipment in Nigeria for a total cost of approximately $45 million.

II. THE CONSPIRACY

6. Beginning in or about early 2004 and continuing through in or about August 2005, in the Eastern District of Virginia and elsewhere, the defendant, Brett M. Pfeffer, did unlawfully, knowingly, and intentionally combine, conspire, confederate, and agree with a public official and other persons known and unknown to the United States to commit offenses against the United States; that is to participate in a conspiracy whereby a public official, Representative A, directly

and indirectly, corruptly demanded, sought, received, accepted, and agreed 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).

III. THE MANNER AND MEANS OF THE CONSPIRACY

7. It was a part of the conspiracy that Representative A sought to enrich Representative A and members of Representative A's family by soliciting and obtaining things of value from CW and CW's company through Pfeffer and others, in return for Representative A's agreement to perform various official acts to promote the Nigerian Deal, including, but not limited to: efforts to influence high-ranking officials in the Nigerian government through official correspondence and in-person meetings; travel to Nigeria to facilitate these meetings; and meetings with personnel of the Export-Import Bank of the United States, the official export credit agency of the United States, in order to facilitate potential financing for the Nigerian Deal.

8. It was further a part of the conspiracy that Representative A sought various things of value in return for performing official acts in furtherance of the Nigerian Deal, including, but not limited to, funneling legal work for the Nigerian Deal to a member of Representative A's family; putting another member of Representative A's family on the payroll to receive approximately $2,500 to $5,000 in monthly retainers from CW's newly formed Nigerian company which stood to earn significant profits from the Nigerian Deal's success; and directing that members of Representative A's family receive an ownership interest of approximately five percent (5%) to seven percent (7%) of CW's newly formed Nigerian company.

9. It was further a part of the conspiracy that Representative A performed official acts designed to promote a similar telecommunications business deal planned to be implemented in Ghana (the "Ghanaian Deal") in return for Representative A's family being given a percentage ownership in a newly formed Ghanaian company which stood to earn significant profits from the Ghanaian Deal's success, as well as a full-time employment position with the newly formed Ghanaian company for a member of Representative A's extended family. The official acts performed by Representative A to promote the Ghanaian Deal included, but were not limited to, Representative A's efforts to influence high-ranking officials in the Ghanaian government through official correspondence and in-person meetings; travel to Ghana to facilitate those meetings; and the use of Representative A's congressional staff to assist Representative A and others in arranging travel to Ghana and to assist in the scheduling of meetings with high-ranking Ghanaian officials.

IV. OVERT ACTS

10. In furtherance of the conspiracy, and to effect the aims and objectives thereof, the conspirators performed overt acts in the Eastern District of Virginia and elsewhere including the following:

(a) During the summer of 2004, Pfeffer, CW, and others met with Representative A at the law firm where a member of Representative A's family worked for the purpose of signing documents associated with the Nigerian Deal. While in the lobby of the law firm, Representative A approached Pfeffer privately and told Pfeffer that Representative A required that five percent (5%) to seven percent (7%) of CW's newly

formed Nigerian company, which stood to earn significant profits from the Nigerian Deal's success, be given to members of Representative A's family. Pfeffer understood that Representative A was soliciting a bribe in return for Representative A's official assistance in furthering the Nigerian Deal. Pfeffer told CW about the bribe solicitation by Representative A and later advised CW that it was part of the cost of doing business with Representative A.

(b) During the summer of 2004, Pfeffer was in or about Arlington, Virginia while talking to Representative A on the telephone, when Representative A told Pfeffer that Representative A wanted a member of Representative A's family to be put on the payroll to receive approximately $2,500 to $5,000 in monthly retainers from CW's newly formed Nigerian company which stood to earn significant profits from the Nigerian Deal's success. Subsequently, Pfeffer spoke with CW about this request.

(c) In or about July 2005, Representative A, Pfeffer and others departed from Washington Dulles Airport in Loudoun County, Virginia, on their way to Ghana for the purpose of furthering the Ghanaian Deal.

(In violation of Title 18, United States Code, Section 371).

Count 2
(Bribery)

THE UNITED STATES ATTORNEY FURTHER CHARGES THAT:

11. The allegations set forth in paragraphs one through five and seven through ten of this Information are hereby realleged as if fully set forth herein.

12. Beginning in or about early 2004 and continuing through in or about August 2005, in the Eastern District of Virginia and elsewhere, the defendant, Brett M. Pfeffer, did aid and abet a public official, Representative A, who, directly and indirectly, corruptly demanded, sought, received, accepted, and agreed 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, to-wit: Representative A solicited the defendant, Brett M. Pfeffer, for things of value (five percent (5%) to seven percent (7%) of a newly formed Nigerian company and for a member of Representative A's family to be paid approximately $2,500 to $5,000 in monthly retainers from the newly formed Nigerian company), and Pfeffer did forward the solicitations to a cooperating witness who had invested in the Nigerian Deal, all in return for Representative A being

influenced in the performance of Representative A's official acts such as promoting the Nigerian Deal to high-ranking officials in Nigeria.

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

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