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**FILED**

5-4-11  
MAY 04 2011

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

08 CR 69 - 6

JUDGE MATTHEW F. KENNELLY  
UNITED STATES DISTRICT COURT

UNITED STATES OF AMERICA,	)	<b>Criminal No. 08-669</b>
	)	<b>Judge Matthew F. Kennelly</b>
v.	)	
	)	<u>Count Ten: 18 U.S.C. 371</u>
NORTHERN RECONSTRUCTION	)	(Conspiracy)
ORGANIZATION ("NRO"),	)	
	)	
Defendant.	)	

**PLEA AGREEMENT**

The United States of America and Northern Reconstruction Organization, (hereinafter "NRO" or "defendant"), a corporation organized and existing under the laws of Afghanistan, hereby enter into the following Plea Agreement pursuant to Federal Rules of Criminal Procedure 11(c)(1)(B).

**RIGHTS OF DEFENDANT**

1. The defendant understands its rights:
  - (a) to be represented by an attorney;
  - (b) to plead not guilty to any criminal charge brought against it;
  - (c) to have a trial by jury, at which it would be presumed not guilty of the charges and the United States would have to prove every essential element of the charged offenses beyond a reasonable doubt for it to be found guilty;
  - (d) to confront and cross-examine witnesses against it and to subpoena witnesses in its defense at trial;
  - (e) not to be compelled to incriminate itself;
  - (f) to appeal its conviction if it is found guilty; and

(g) to appeal the imposition of sentence against it.

**AGREEMENT TO PLEAD GUILTY  
AND WAIVE CERTAIN RIGHTS**

2. Defendant knowingly and voluntarily waives the rights set out in Paragraph 1(b)-(f) above, and all jurisdictional and venue defenses to the prosecution of this case, and agrees voluntarily to consent to the jurisdiction of the United States to prosecute this case against it in the United States District Court for the Northern District of Illinois. Defendant also knowingly and voluntarily waives the right to file any appeal, any collateral attack, or any other writ or motion, including but not limited to an appeal under 18 U.S.C. § 3742 or a motion under 28 U.S.C. §§ 2241 or 2255, that challenges the sentence imposed by the Court, unless the sentence imposed constitutes an upward departure from the Guideline range deemed applicable by the Court, in which case defendant's appeal will be expressly limited to contesting the upward departure. This agreement does not affect the rights or obligations of the United States as set forth in 18 U.S.C. § 3742(b). Defendant will plead guilty to Count Ten of the Superseding Indictment filed in the United States District Court for the Northern District of Illinois on June 18, 2009, charging defendant with conspiracy to commit an offense against the United States, to wit bribery, and to defraud the United States, in violation of 18 U.S.C. § 371. Defendant admits that, as charged in Count Ten of the Superseding Indictment, it knowingly and unlawfully conspired, combined, confederated, and agreed with others, known and unknown, to commit bribery and to defraud the United States, and defendant and its co-conspirators performed overt acts in furtherance thereof. Defendant is pleading guilty because it is guilty and understands that it will be adjudicated guilty of these offenses. At sentencing, the United States will move to dismiss Counts Four, Six, Thirteen, and Fourteen of the Superseding Indictment.

3. Pursuant to the terms of this Plea Agreement, defendant will plead guilty to the criminal charges described in Paragraph 2 above, and at the change of plea hearing, it will make a factual admission of guilt to the Court in accordance with Fed. R. Crim. P. 11, as set forth in Paragraph 4 below and in the Superseding Indictment. Defendant agrees that this factual admission will establish its guilt beyond a reasonable doubt.

**FACTUAL BASIS FOR OFFENSE CHARGED**

4. Had this case gone to trial, the United States would have presented evidence sufficient to prove the following facts:

(a) For the purposes of this Plea Agreement, the “relevant period” is that period from in or about September 2004 until at least in or about February 2005. During the relevant period, the United States Department of Defense (“DOD”) operated a military base at Bagram Airfield (“BAF”), Afghanistan. During the relevant period, defendant, owned by Noor Alam Noori (“Alam”), contracted with the DOD to supply BAF with, among other things, bunkers and barriers and asphalt paving services.

(b) During the relevant period, Christopher P. West, (“West”), an Army Major with the Illinois National Guard 33<sup>rd</sup> Area Support Group (“ASG”), was deployed to BAF on or around March 29, 2004, and assigned as the “S4,” or head of Base Operations, where he served until in or around March 2005. West worked at Base Operations with Robert G. Moore (“Moore”), a fellow member of the Illinois National Guard 33<sup>rd</sup> ASG.

(c) As members of the United States military, West and Moore were public officials within the meaning of 18 U.S.C. § 201(a)(1).

(d) As to Count Ten, beginning at least in July 2004 and continuing through at least June 2005, defendant knowingly and unlawfully combined, conspired, confederated,

and agreed with West, Moore, and others to defraud the United States and to commit an offense against the United States, namely bribery, by directly and indirectly, corruptly giving, offering, and promising things of value, that is, money, to West and Moore with the intent to influence the performance of official acts; to influence West and Moore to commit and aid in committing, and to collude in, and allow fraud, and make opportunity for the commission of any fraud on the United States; and to influence West and Moore to do and omit to do acts in violation of their official duty, by fraudulently inflating the number of bunkers and barriers delivered to BAF and profiting in the resulting overpayments made by DOD. Defendant, by and through its agents, and its co-conspirators took overt acts to effect the illegal purposes of this conspiracy.

(e) As part of the conspiracy, defendant, by and through its agents, falsely and fraudulently invoiced the DOD for bunkers and barriers not delivered to Bagram Airfield, and West and Moore falsely and fraudulently verified on Material Inspection and Receiving Reports ("Forms DD-250") that defendant had delivered the inflated number of bunkers and barriers.

(f) As part of the conspiracy, defendant received payment for the falsely inflated number of bunkers and barriers claimed, but not, in fact, delivered.

(g) As part of the conspiracy, upon receiving payment, defendant remitted to West and Moore a portion of the money received as payment for falsely inflated bunkers and barriers, claimed, but not in fact, delivered.

#### **POSSIBLE MAXIMUM SENTENCE**

5. Defendant understands that the statutory maximum penalty which may be imposed against it upon conviction for a violation of 18 U.S.C. § 371 is a fine in an amount equal to the

greatest of (1) \$500,000; or (2) twice the gross pecuniary gain the co-conspirators derived from the crime; or (3) twice the gross pecuniary loss caused to the victims of the crime.

6. In addition, defendant understands that:

(a) pursuant to 18 U.S.C. § 3561(c)(1), the Court may impose a term of probation of at least one year, but not more than five years;

(b) pursuant to §5E1.1 of the United States Sentencing Guidelines (“U.S.S.G.,” “Sentencing Guidelines,” or “Guidelines”) and 18 U.S.C. § 3663A, the Court shall order it to pay restitution to the victims of the offense; and

(c) pursuant to 18 U.S.C. § 3013(a)(2)(B), the Court shall order the defendant to pay a \$400 special assessment of upon conviction.

#### **SENTENCING GUIDELINES**

7. Defendant understands that the Sentencing Guidelines are advisory, not mandatory, and that the Court must consider the Guidelines in effect on the day of sentencing, along with the other factors set forth in 18 U.S.C. § 3553(a), in determining and imposing sentence. Defendant understands that the Guidelines determinations will be made by the Court by a preponderance of the evidence standard. Defendant understands that although the Court is not ultimately bound to impose a sentence within the applicable Guidelines range, its sentence must be reasonable based upon consideration of the sentencing factors set forth in 18 U.S.C. § 3553(a). Defendant agrees that this Plea Agreement, along with the record, including any testimony, that will be created by the United States and defendant at the plea and sentencing hearings as well as any sentencing memorandum, will provide sufficient information concerning defendant, the crime charged, and defendant’s role in the crime to enable the meaningful exercise of the Court’s sentencing authority as required by 18 U.S.C. § 3553.

**SENTENCING AGREEMENT**

8. For purposes of calculating the sentence directed by the Sentencing Guidelines, the United States and defendant agree to recommend the following calculation, which the parties agree provides a fair, just, and reasonable resolution of this matter:

(a) The November 1, 2010, edition of the Guidelines applies;

(b) Pursuant to U.S.S.G. §2X1.1(a), the controlling Guideline is §2C1.1, and pursuant to §2C1.1(a)(2), the base offense level is 12;

(c) The value of the payment, the benefit received or to be received in return for the payment, or the loss to the government from the offense was more than \$120,000 but not more than \$200,000, and thus a ten-level increase is appropriate pursuant to U.S.S.G. §§2C1.1(b)(2) and 2B1.1(b)(1)(F);

(d) The parties agree that either side may tender arguments whether the offense involved a public official in a high-level decision-making and sensitive position, and thus, whether a four-level increase is appropriate pursuant to U.S.S.G. §2C1.1(b)(3);

(e) The parties agree that defendant's culpability score is 6 points, calculated as a baseline of 5 points plus 2 points (more than 50 employees and an individual within substantial authority personnel participated in the offense) and minus 1 point (acceptance of responsibility) pursuant to U.S.S.G. §8C2.5(a), (b)(4), (g)(3);

(f) Defendant's criminal fine will be calculated pursuant to U.S.S.G. §8C2.4(a)(1), (d), and U.S.S.G. §8C2.6(b)(3), following the Court's determination of the appropriate Guidelines calculation, as set forth above.

9. The United States and defendant agree that with respect to the calculation of the advisory Guidelines range, no other offense characteristics, Sentencing Guidelines factors,

potential departures or adjustments will be raised, argued, or are in dispute.

10. Defendant, its attorney, and the United States acknowledge and agree that the above calculations are preliminary in nature and based on facts known to the United States as of the time of this Plea Agreement. Defendant understands that the Probation Office will conduct its own investigation and that the Court ultimately determines the facts and law relevant to sentencing, and that the Court's determinations govern the final Guidelines calculation. The validity of this Plea Agreement is not contingent upon the probation officer's or the Court's concurrence with the above calculations and defendant has no right to withdraw its Plea Agreement if the probation officer or the Court do not agree or concur with the calculations, stipulations, or recommendations of the parties. Defendant further understands that, as provided in Fed. R. Crim. P. 11(c)(3)(B), if the Court does not impose a sentence consistent with the calculations, stipulations, or recommendations contained in this Plea Agreement, it nevertheless has no right to withdraw his plea of guilty.

#### **RESTITUTION**

11. Defendant agrees to the entry of a restitution order for the full amount of the victim's losses pursuant to 18 U.S.C. §§ 3556, 3663A(c)(1)(A)(ii), and 3664(f)(1)(A), as determined by the Court at the sentencing hearing. The United States and defendant agree that they are aware of restitution owed for the following actual losses to the victim of the offenses:

- (a) \$125,000 to the United States Department of Defense.

#### **GOVERNMENT'S AGREEMENT**

12. Upon the Court's acceptance of the plea of guilty called for by this Plea Agreement, the imposition of the sentence, and the full payment of restitution, the United States will not bring further criminal charges against defendant for any act or offense committed before

the date of this Plea Agreement that was undertaken in furtherance of the crimes arising from the facts set forth in the Superseding Indictment and in this Plea Agreement (“Relevant Offenses”). The nonprosecution terms of this paragraph do not apply to civil matters of any kind, to any violation of the federal tax or securities laws, or to any crime of violence.

**REPRESENTATION BY COUNSEL**

13. The defendant has been represented by counsel and is fully satisfied that its attorney has provided competent legal representation. The defendant has thoroughly reviewed this Plea Agreement and acknowledges that counsel has advised it of the nature of the charges, any possible defenses to the charges, and the nature and range of possible sentences.

**VOLUNTARY PLEA**

14. The defendant’s decision to enter into this Plea Agreement and to tender a plea of guilty is freely and voluntarily made and is not the result of force, threats, assurances, promises, or representations other than the representations contained in this Plea Agreement.

**VIOLATION OF PLEA AGREEMENT**

15. The defendant agrees that, should the United States determine in good faith, that the defendant violated any provision of this Plea Agreement, the United States will notify counsel for the defendant in writing by personal or overnight delivery or facsimile transmission and may also notify counsel by telephone of its intention to void any of its obligations under this Plea Agreement (except its obligations under this paragraph), and the defendant shall be subject to prosecution for any federal crime of which the United States has knowledge including, but not limited to, the substantive offenses relating to the investigation resulting in this Plea Agreement. The defendant may seek Court review of any determination made by the United States under this paragraph to void any of its obligations under the Plea Agreement. The defendant agrees that, in the event that the



United States is released from its obligations under this Plea Agreement and brings criminal charges against the defendant for any Relevant Offense, the statute of limitations period for such offense will be tolled for the period between the date of the signing of this Plea Agreement and six (6) months after the date the United States gave notice of its intent to void its obligations under this Plea Agreement.

16. Defendant understands and agrees that in any further prosecution of it resulting from the release of the United States from its obligations under this Plea Agreement based on defendant's violation of the Plea Agreement, any documents, statements, information, testimony, or evidence provided by defendant to the United States, federal grand juries, or courts, and any leads derived therefrom, may be used against it in any such further prosecution. In addition, defendant unconditionally waives his right to challenge the use of such evidence, including any admissions made within or pursuant to this Plea Agreement, in any such further prosecution, notwithstanding the protections of Federal Rule of Evidence 410.

**ENTIRETY OF AGREEMENT**

17. This Plea Agreement constitutes the entire agreement between the United States and the defendant concerning the disposition of the criminal charges in this case. This Plea Agreement cannot be modified except in writing, signed by the United States and the defendant.

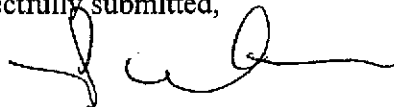
18. The undersigned, as President and owner of the defendant, is authorized to enter this Plea Agreement on behalf of the defendant.

19. The undersigned attorneys for the United States have been authorized by the Attorney General of the United States to enter this Plea Agreement on behalf of the United States.

20. A photocopy, facsimile or other electronically transmitted signature shall be deemed an original signature for the purpose of executing this Plea Agreement. Multiple signature pages are authorized for the purpose of executing this Plea Agreement.

Dated: 5/4/11


Respectfully submitted,



MARK W. PLETCHER  
TRIAL ATTORNEY  
UNITED STATES DEPARTMENT  
OF JUSTICE

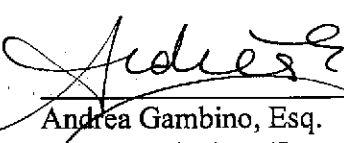
In my capacity as owner and corporate representative and on behalf of the corporate entity, NRO, I have read this agreement and carefully reviewed every part of it with NRO's attorney. I understand it, voluntarily agree to it, and I do not wish to change any part of it. I am, moreover, completely satisfied with the representation of NRO's attorney.

5/4/2011  
Date

  
\_\_\_\_\_  
Noor Alam Noori  
Corporate Representative, NRO

I am NRO's attorney. I have carefully reviewed every part of this agreement with it and its corporate representative, Noor Alam Noori. To my knowledge, its decision to enter into this agreement is informed and voluntary.

5-4-2011  
Date

  
\_\_\_\_\_  
Andrea Gambino, Esq.  
Heather Winslow, Esq.  
Counsel for NRO