

2009 JUN -9 AM 11:14

U.S. DISTRICT COURT OF OHIO  
CLEVELAND

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION

UNITED STATES OF AMERICA,  
Plaintiff,

v.

FAISAL M. ALATRASH and  
GADA A. ALATRASH,

Defendants.

) INDICIMEN  
) 1:09CR269  
) CASE NO.  
)

) JUDGE GAUGHAN  
) Title 18, Sections 371, 666(a)(1)(B), 1001  
) 1341, 1346, 1951 and 2, United States  
) Code  
)  
)

The Grand Jury charges:

General Allegations

At times material to this matter:

Government Agency

1. The Greater Cleveland Regional Transit Authority ("RTA") was a political subdivision and agency of the state of Ohio, a government agency as that term is defined in Title 18, United States Code, Section 666(d)(2), that received benefits in excess of \$10,000 under a Federal program involving grants during the one-year periods of calendar years 2002, 2003,

2004, 2005, 2006, 2007, and 2008. RTA provides public mass transportation for the City of Cleveland and its surrounding communities.

RTA Contracts

2. RTA Contract #2002-078, Project 20A Phase III of the Central Viaduct repairs included painting the western half of the RTA rail bridge crossing the Cuyahoga River and the Cleveland Flats District and was valued at over \$5,000.
3. RTA Contract #5005-125, Project 11.09-Randall Park Mall and Euclid Park and Ride Pavement Repairs included paving areas used by RTA buses and was valued at over \$5,000.
4. RTA Contract #5006-212, Project 11.42-Broadway/East 34<sup>th</sup> Street Access Roadway Repairs included regrading and paving an access road to RTA property and was valued at over \$5,000.
5. RTA Contract #2006-068, Project 29, East 121 Street Bridge over RTA tracks included the complete deconstruction and reconstruction of a bridge spanning RTA tracks located near East 121<sup>st</sup> and Shaker Boulevard and was valued at over \$5,000.
6. RTA Contract #2007-074, Abbey Avenue Bridge Tracks Rehabilitation, included concrete renovation and retaining wall reconstruction and was valued at over \$5,000.
7. RTA Contract #2008-021, Project 27, Rehabilitation of four transit bridges over Delmont Avenue, Hover Avenue, Auborndale Avenue, and Lakeview Road included track renovation, steel painting, and new lighting and was valued at over \$5,000.

Defendant FAISAL M. ALATRASH

8. Defendant FAISAL M. ALATRASH, an agent of RTA, was an RTA Project Superintendent/Construction Manager who supervised RTA contracts for maintenance and repairs of RTA facilities including large-scale painting and paving projects such as RTA Contract #2002-078, Project 20A, RTA Contract #5005-125, Project 11.09, RTA Contract #5006-212, Project 11.42, RTA Contract #2006-068, Project 29, RTA Contract #2007-074, and RTA Contract #2008-021, Project 27 ("RTA Contracts").

RTA Contractors

9. Contractor No. 1, known to the Grand Jury, was the Owner and President of Company No. 1, a company located in Brunswick, Ohio. Company No. 1 was one of several contractors assigned to RTA Contract #2002-078. The activities of Company No. 1 affected interstate commerce.

10. Contractor No. 2, known to the Grand Jury, was the Owner of Company No. 2, a company located in Campbell, Ohio. Company No. 2 was one of several contractors assigned to RTA Contract #2002-078. The activities of Company No. 2 affected interstate commerce.

11. Contractor No. 3, known to the Grand Jury, managed and supervised contracting projects at Company No. 1. Contractor No. 3 was also involved with RTA Contract #5005-125 and RTA Contract #5006-212 while not affiliated with Company No. 1.

12. Contractor No. 4, known to the Grand Jury, was Vice President of Company No. 3, a company located in Cleveland, Ohio. Company No. 3 was one of the contractors assigned to RTA Contract #5005-125 and RTA Contract #5006-212. The activities of Company No. 3 affected interstate commerce.

13. Contractor No. 5, known to the Grand Jury, was President of Company No. 4, a company located in North Olmsted, Ohio. Company No. 4 was the contractor assigned to RTA Contract #2006-068, RTA Contract #2007-074, and RTA Contract #2008-021. The activities of Company No. 4 affected interstate commerce.

L&J Cleaning and Defendant GADA A. ALATRASH

14. L&J Cleaning, Inc. ("L&J Cleaning"), located in Westlake, Ohio purported to be a cleaning service business. Defendant GADA A. ALATRASH was listed as the Registrant. L&J Cleaning used a post office box located in Lakewood, Ohio.

The Duty of Honest Services

15. RTA and the citizens of Cleveland, its suburbs, and Cuyahoga County had an intangible right to the honest services of defendant FAISAL M. ALATRASH. As an employee of RTA, Defendant FAISAL M. ALATRASH had a fiduciary relationship with the RTA and the citizens of Cleveland, its suburbs, and Cuyahoga County requiring:

- (A) the independent and impartial performance of his official duties; and
- (B) that his service to, and employment by, RTA not be used for his private benefit.

RTA Code of Ethics/Ohio State Ethics Commission

16. At all times while he served as an RTA Employee, Defendant FAISAL M.

ALATRASH was subject to the RTA Code of Ethics and Chapter 102 of the Ohio Revised Code.

The GCRTA Code of Ethics provided:

“No .... employee of the GCRTA, whether paid or unpaid, shall engage in any business or transaction, or have a financial or personal interest, direct or indirect, which is incompatible with the proper discharge of his official duties in the public interest or which would tend to impair his independence of judgment or action in the performance of his official duties, without first making a public disclosure thereof and then abstaining from voting thereon or from making a decision related thereto. Personal, as distinguished from financial interest, includes an interest arising from blood or marriage relationships, or close business or political association.”

17. The RTA Code of Ethics further provided:

No RTA employee “shall use, or authorize the use, of his office or employment to secure anything of value or the offer or promise of anything of value that is of such a character as to manifest a substantial and improper influence on him with respect to his duties .... In addition, no .... employee shall [s]olicit, accept, or agree to accept, anything of value that is of such a character as to manifest a substantial and improper influence upon him with respect to his duties.”

18. The purpose of above disclosure provision was that the RTA and the citizens of Cleveland, its suburbs, and Cuyahoga County, be informed of actual and potential conflicts of interest on FAISAL M. ALATRASH's part so that the state of Ohio regulators, including the Ohio Ethics Commission and other law enforcement officials, could ensure his compliance with applicable laws and to ensure that FAISAL M. ALATRASH did not use, or attempt to use, his position with RTA for personal gain or benefit.

Scheme to Defraud and Conceal Business Arrangement

19. From in or about September 2006, through in or about December 2008, the defendant, FAISAL M. ALATRASH, engaged in a scheme and artifice to defraud and deprive the RTA and the citizens of Cleveland, its suburbs, and Cuyahoga County, of their intangible right to his honest services. The defendant accomplished this by, among other things, soliciting business for, and payments to, his wife's cleaning company, L& J Cleaning, from Contractor No. 5 and Company No. 4 who were conducting business with the RTA on which ALATRASH was assigned and concealing the L& J Cleaning business and payments from the RTA and the citizens of Cleveland, its suburbs, and Cuyahoga County, and by requesting Contractor No. 5 and Company No. 4 to perform repair and renovation work without reimbursement on the personal residence of FAISAL M. ALATRASH and GADA A. ALATRASH.

20. As part of the scheme and artifice, FAISAL M. ALATRASH solicited Contractor No. 5 to hire L&J Cleaning to clean trailers at the work site for RTA Contracts over which ALATRASH had authority. After obtaining the business for L&J Cleaning, in furtherance of the scheme, FAISAL M. ALATRASH submitted and caused to be submitted L&J Cleaning invoices through the mails to Contractor No. 5 and Company No. 4 while Contractor No. 5 and Company No. 4 did business with RTA. When Company No. 4 was awarded additional RTA work, ALATRASH caused L&J Cleaning to continue submitting additional invoices for cleaning work at the new job sites without the prior approval of Contractor No. 5.

21. It was further part of the scheme and artifice to defraud that defendant FAISAL M. ALATRASH failed to disclose to the RTA and the citizens of Cleveland, its suburbs, and Cuyahoga County his conflict of interest and his financial relationship with L&J

Cleaning, Contractor No. 5, and Company No. 4. Defendant ALATRASH instead concealed his conflict of interest and self enrichment by using a company established in his wife's name that had a post office box in his wife's name in a neighboring suburb.

22. It was further part of the scheme and artifice that ALATRASH concealed his arrangement with Contractor No. 5 and Company No. 4 by using a cleaning business registered to Defendant GADA A. ALATRASH and using a post office box in a neighboring suburb in the name of GADA A. ALATRASH, thereby not disclosing his personal self-enrichment and conflicts of interest while conducting RTA business.

Scheme to Defraud and Obtain Money and Property from RTA

23. From on or about November 1, 2005, through in or about December 2006, in the Northern District of Ohio, Eastern Division, the Defendant, FAISAL M. ALATRASH, did devise and intend to devise a scheme and artifice to defraud and to obtain money and property by means of false and fraudulent pretenses, representations, and promises. The defendant accomplished this by, preparing, causing to be prepared, submitting, and causing to be submitted to RTA, invoices for RTA work on RTA Contract #5005-125, Project 11.09 and RTA Contract #5006-212, Project 11.42 with inflated costs, when, in truth and in fact, the legitimate costs were only a fraction of the invoiced amount.

24. As part of the scheme and artifice, FAISAL M. ALATRASH caused RTA contractors to bid inflated prices. After the contract was awarded, FAISAL M. ALATRASH instructed Contractor No. 3 and Contractor No. 4 to pay him a significant portion of the inflated amount to him in the form of a cash payment or "kickback."

25. In furtherance of the scheme, FAISAL M. ALATRASH caused payments which contained "kickback" amounts and contract paperwork to be sent through the U.S. mails to Contractor No. 4 and Company No. 3.

26. After RTA paid the funds to the contractors, FAISAL M. ALATRASH caused the contractors to pay him a "kickback" of a significant portion of the inflated price.

The FBI Investigation

27. The Federal Bureau of Investigation ("FBI"), an agency of the United States that is part of the executive branch of the government of the United States, investigated the RTA Contracts and the activities of FAISAL M. ALATRASH. The investigation focused on whether he was engaged in activity in violation of federal law while supervising work on the RTA Contracts. It was material to the investigation to determine, among other things, who controlled L&J Cleaning, who solicited its business, whether contractors were reimbursed for home repairs for FAISAL M. ALATRASH and GADA A. ALATRASH, whether the transactions involving L&J Cleaning were disclosed to RTA, and whether ALATRASH engaged in certain transactions in connection with his supervision of the RTA Contracts.

COUNT 1  
(Conspiracy)

The Grand Jury further charges:

28. The General Allegations contained in paragraphs 1, 2, 8, and 9 through 11 of this Indictment are incorporated herein as if set forth in full.

29. From in or about July 2002, and continuing until on or about February 13, 2004,

in the Northern District of Ohio, Eastern Division, FAISAL M. ALATRASH, Defendant herein, Contractor No. 1, Contractor No. 2 and Contractor No. 3, did knowingly and willfully combine, conspire, confederate, and agree with each other, and with others known and unknown to the Grand Jury, to commit certain offenses against the United States, namely: Bribery Concerning Programs Receiving Federal Funds, in violation of Title 18, United States Code, Section 666.

PURPOSE AND OBJECT OF THE CONSPIRACY

30. It was a purpose and object of the conspiracy for Contractor No. 1, Contractor No. 2 and Contractor No. 3 to unjustly enrich FAISAL M. ALATRASH by paying kickbacks of portions of money RTA paid on RTA Contract #2002-078 in exchange for, among other things, official approval on RTA work performed during the course of RTA Contract #2002-078.

31. It was a purpose and object of the conspiracy for Contractor No. 1, Contractor No. 2 and Contractor No. 3 to influence and reward FAISAL M. ALATRASH in connection with RTA Contract #2002-078.

MANNER AND MEANS OF THE CONSPIRACY

32. The manner and means by which the defendants sought to accomplish the objects of the conspiracy included, among others, the following:

a. FAISAL M. ALATRASH corruptly demanded and required Contractor No. 1, Contractor No. 2 and Contractor No. 3, contractors on RTA Contract #2002-078, to kickback a portion of the money RTA paid Company No. 1 and Company No. 2 for work performed. At times, Contractor No. 1, Contractor No. 2 and Contractor No. 3 made payments to ALATRASH from their company accounts to reward and influence ALATRASH in connection with RTA Contract #2002-078.

b. FAISAL M. ALATRASH corruptly instructed Contractor No. 1, Contractor No. 2 and Contractor No. 3, contractors on RTA Contract #2002-078, to bid on "change orders" relating to work on RTA Contract #2002-078; ALATRASH told the contractors the dollar amounts and scope of work to be included in the change orders for the work performed. ALATRASH then approved the "change orders" in exchange for kickbacks of a portion of the bids.

c. FAISAL M. ALATRASH corruptly required contractors on RTA Contract #2002-078 to perform painting work on his personal residence in return for continued approvals, and to be rewarded and influenced in connection with RTA Contract #2002-078.

d. FAISAL M. ALATRASH corruptly required Contractor No. 1, Contractor No. 2 and Contractor No. 3, contractors on RTA Contract #2002-078, to make cash payments to him before causing RTA to authorize a "Release of Funds" on RTA Contract #2002-078.

e. Contractor No. 1, Contractor No. 2 and Contractor No. 3, contractors on RTA Contract #2002-078, provided FAISAL M. ALATRASH with multiple cash payments and performed painting work on his personal residence to influence and reward FAISAL M. ALATRASH in connection with RTA Contract #2002-078.

#### OVERT ACTS

33. The following overt acts, among others, were performed in the Northern District of Ohio, Eastern Division, in furtherance of the conspiracy and to effect the objects thereof:

a. On or about January 26, 2004, representatives of Contractor No. 2 and Company No. 2 submitted to RTA a certification for final payment on RTA Contract #2002-078.

b. On or about January 30, 2004, Defendant FAISAL M. ALATRASH initialed an RTA "Application For Payment" for final payment on RTA Contract #2002-078.

c. On or about February 11, 2004, RTA paid Company No. 2 \$114,809.79 as final payment on RTA Contract #2002-078.

d. On or about February 13, 2004, \$4,000 in cash was deposited into a bank account Defendant FAISAL M. ALATRASH controlled.

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

COUNT 2  
(Bribery in Federally Funded Programs)

The Grand Jury further charges:

34. The General Allegations contained in paragraphs 1, 2, 8, and 9 through 11 of this Indictment are incorporated herein as if set forth in full.

35. From in or about July 2002, through on or about February 13, 2004, in the Northern District of Ohio, Eastern Division, the Defendant, FAISAL M. ALATRASH, did corruptly solicit, demand, accept, and agree to accept a thing of value from Contractor No. 1, Contractor No. 2, and Contractor No. 3, intending to be influenced and rewarded in connection with a transaction and series of transactions of RTA involving any thing of value of \$5,000 or more.

All in violation of Title 18, United States Code, Section 666(a)(1)(B).

COUNT 3  
(Extortion Under Color of Official Right)

The Grand Jury further charges:

36. The General Allegations contained in paragraphs 1, 2, 8, and 9 through 11 of this Indictment are incorporated herein as if set forth in full.

37. From in or about July 2002, through on or about February 13, 2004, in the Northern District of Ohio, Eastern Division, the Defendant, FAISAL M. ALATRASH, did knowingly obstruct, delay, affect and attempt to obstruct, delay, and affect in any way and degree interstate commerce and the movement of articles and commodities in interstate commerce by extortion; that is, FAISAL M. ALATRASH obtained property not due him, from Contractor No. 1, Contractor No. 2 and Contractor No. 3, with the contractors' consent, under color of official right.

All in violation of Title 18, United States Code, Section 1951.

COUNTS 4 through 6  
(Mail Fraud)

The Grand Jury further charges:

38. The General Allegations contained in paragraphs 1, 3, 4, 8, 11, 12, and 23 through 26 of this Indictment are incorporated herein as if set forth in full.

39. From in or about November 1, 2005, through in or about December 2006, in the Northern District of Ohio, Eastern Division, and elsewhere, FAISAL M. ALATRASH, the Defendant, did devise and intend to devise a scheme and artifice to defraud and to obtain money and property by means of false and fraudulent pretenses, representations, and promises.

40. On or about the dates set forth below, for the purpose of executing and attempting to execute the foregoing scheme and artifice to defraud and to obtain money and property by means of false and fraudulent pretenses, FAISAL M. ALATRASH, the defendant, did place and cause to be placed in an authorized depository for mail matter any matter or thing whatever to be sent and delivered by the U.S. Postal Service, and knowingly caused to be delivered by mail or such carrier according to the direction thereon, from RTA to Contractor No. 4 and Company No. 3, with each mailing constituting a separate count of Mail Fraud:

COUNT	DATE	DOCUMENT MAILED
4	11/30/05	RTA Check #376622
5	11/1/06	RTA Check # 389993
6	8/28/06	RTA Notice to Proceed, #5006-212

All in violation of Title 18, United States Code, Sections 1341 and 2.

**COUNT 7**  
(Bribery in Federally Funded Programs)

The Grand Jury further charges:

41. The General Allegations contained in paragraphs 1, 3, 8, 11, and 12 of this Indictment are incorporated herein as if set forth in full.

42. From on or about November 1, 2005, through in or about December 2005, in the Northern District of Ohio, Eastern Division, the Defendant, FAISAL M. ALATRASH, did corruptly solicit, demand, accept, and agree to accept a thing of value from Contractor No. 3 and

Contractor No. 4, intending to be influenced and rewarded in connection with a transaction and series of transactions of RTA involving any thing of value of \$5,000 or more.

All in violation of Title 18, United States Code, Section 666(a)(1)(B).

COUNT 8  
(Extortion Under Color of Official Right)

The Grand Jury further charges:

43. The General Allegations contained in paragraphs 1, 3, 8, 11 and 12 of this Indictment are incorporated herein as if set forth in full.

44. From on or about November 1, 2005, through in or about December 2005, in the Northern District of Ohio, Eastern Division, the Defendant, FAISAL M. ALATRASH, did knowingly obstruct, delay, affect and attempt to obstruct, delay, and affect in any way and degree interstate commerce and the movement of articles and commodities in interstate commerce by extortion; that is, FAISAL M. ALATRASH obtained property not due him, from Contractor No. 3 and Contractor No. 4, with the contractors' consent, under color of official right.

All in violation of Title 18, United States Code, Section 1951.

COUNT 9  
(Bribery in Federally Funded Programs)

The Grand Jury further charges:

45. The General Allegations contained in paragraphs 1, 4, 8, 11, and 12 of this Indictment are incorporated herein as if set forth in full.

46. From on or about August 7, 2006, through in or about December 2006, in the Northern District of Ohio, Eastern Division, the Defendant, FAISAL M. ALATRASH, did corruptly solicit, demand, accept, and agree to accept a thing of value from Contractor No. 3 and

Contractor No. 4, intending to be influenced and rewarded in connection with a transaction and series of transactions of RTA involving any thing of value of \$5,000 or more.

All in violation of Title 18, United States Code, Section 666(a)(1)(B).

COUNT 10  
(Extortion Under Color of Official Right)

The Grand Jury further charges:

47. The General Allegations contained in paragraphs 1, 4, 8, 11, and 12 of this Indictment are incorporated herein as if set forth in full.

48. From on or about August 7, 2006, through in or about December 2006, in the Northern District of Ohio, Eastern Division, the Defendant, FAISAL M. ALATRASH, did knowingly obstruct, delay, affect and attempt to obstruct, delay, and affect in any way and degree interstate commerce and the movement of articles and commodities in interstate commerce by extortion; that is, FAISAL M. ALATRASH obtained property not due him, from Contractor No. 3 and Contractor No. 4, with the contractors' consent, under color of official right.

All in violation of Title 18, United States Code, Section 1951.

COUNTS 11 through 16  
(Honest Services Mail Fraud)

The Grand Jury further charges:

49. The General Allegations contained in paragraphs 1, 5 through 8, and 13 through 22 of this Indictment are incorporated herein as if set forth in full.

50. From in or about September 2006, through in or about December 2008, in the Northern District of Ohio, Eastern Division, FAISAL M. ALATRASH, Defendant herein, having devised and intended to devise a scheme and artifice to defraud and deprive RTA and the citizens

of Cleveland, its suburbs, and Cuyahoga County of their intangible right, free from deceit, fraud, dishonesty, favoritism, bias, self-enrichment, self-dealing, concealment and conflicts of interest, of the honest services of FAISAL M. ALATRASH, knowingly caused to be delivered by mail according to the direction thereon, mail matter as set forth below.

51. On or about the dates set forth below, for the purpose of executing and attempting to execute such scheme and artifice, FAISAL M. ALATRASH, the Defendant, did place and cause to be placed in an authorized depository for mail matter any matter or thing whatever to be sent and delivered by the U.S. Postal Service, and knowingly caused to be delivered by mail or such carrier according to the direction thereon, L&J Cleaning invoices to, and checks from, Contractor No. 5 and Company No. 4 while RTA Contractor No. 5 and Company No. 4 were doing and seeking to do business with RTA with each mailing constituting a separate count of Mail Fraud:

<b>COUNT</b>	<b>DATE</b>	<b>DOCUMENT MAILED</b>
11	1/27/07	L&J Cleaning Invoice
12	2/27/07	Company No. 4 Check # 86450
13	3/12/08	L&J Cleaning Invoice
14	3/31/08	Company No. 4 Check # 89929
15	8/21/08	L&J Cleaning Invoice
16	9/8/08	Company No. 4 Check # 91207

All in violation of Title 18, United States Code, Sections 1341, 1346, and 2.

COUNT 17  
(Bribery in Federally Funded Programs)

The Grand Jury further charges:

52. The General Allegations contained in paragraphs 1, 5 through 8, and 13 of this Indictment are incorporated herein as if set forth in full.

53. From in or about September 2006, through in or about December 2008, in the Northern District of Ohio, Eastern Division, the Defendant, FAISAL M. ALATRASH, did corruptly solicit, demand, accept, and agree to accept a thing of value from Contractor No. 5 and Company No. 4, intending to be influenced and rewarded in connection with a transaction and series of transactions of RTA involving any thing of value of \$5,000 or more.

All in violation of Title 18, United States Code, Section 666(a)(1)(B).

COUNT 18  
(Extortion Under Color of Official Right)

The Grand Jury further charges:

54. The General Allegations contained in paragraphs 1, 5 through 8, and 13 of this Indictment are incorporated herein as if set forth in full.

55. From in or about September 2006, through in or about December 2008, in the Northern District of Ohio, Eastern Division, the Defendant, FAISAL M. ALATRASH, did knowingly obstruct, delay, affect and attempt to obstruct, delay, and affect in any way and degree interstate commerce and the movement of articles and commodities in interstate commerce by extortion; that is, FAISAL M. ALATRASH obtained property not due him, from Contractor No. 5 and Company No. 4, with their consent, under color of official right.

All in violation of Title 18, United States Code, Section 1951.

COUNT 19  
(False Statements)

The Grand Jury further charges:

56. The General Allegations contained in paragraphs 8 and 27 of this Indictment are incorporated herein as if set forth in full.

57. On or about November 24, 2008, in the Northern District of Ohio, Eastern Division, FAISAL M. ALATRASH, Defendant herein, unlawfully, willfully, and knowingly, in a matter within the jurisdiction of the executive branch of the Government of the United States, made materially false, fictitious, and fraudulent statements and representations, that is, he participated in interviews with the Federal Bureau of Investigation, Cleveland Field Division, in which he made the following materially false, fictitious, and fraudulent statements and representations:

(a) FAISAL M. ALATRASH stated that he never instructed an RTA contractor to bid on "change orders" in exchange for a kickback of a portion of the bid, when he then and there well knew he had.

(b) FAISAL M. ALATRASH stated that he never instructed an RTA contractor to bid a specified amounts for RTA contracts, when he then and there well knew he had.

(c) FAISAL M. ALATRASH stated that he had paid for the painting work the RTA Contractors performed on his personal residence, when he then and there well knew he had not.

All in violation of Title 18, Section 1001(a)(2), United States Code.

COUNT 20  
(False Statements)

The Grand Jury further charges:

58. The General Allegations contained in paragraphs 14 and 27 of this Indictment are incorporated herein as if set forth in full.

59. On or about January 6, 2009, in the Northern District of Ohio, Eastern Division, GADA A. ALATRASH, Defendant herein, unlawfully, willfully, and knowingly, in a matter within the jurisdiction of the executive branch of the Government of the United States, made materially false, fictitious, and fraudulent statements and representations, that is, she participated in an interview with the Federal Bureau of Investigation, Cleveland Field Division, in which she made the following materially false, fictitious, and fraudulent statements and representations:

- (a) GADA A. ALATRASH stated that she had solicited the business for L&J Cleaning with Contractor No. 5, when she then and there well knew she had not.
- (b) GADA A. ALATRASH stated that she and L&J Cleaning had secured work in addition to work with Contractor No. 5, when she then and there well knew she had not.
- (c) GADA A. ALATRASH stated that she had paid cash for the painting work the RTA Contractors performed on her personal residence, when she then and there well knew she had not.

All in violation of Title 18, Section 1001(a)(2), United States Code.

A TRUE BILL.

Original document -- Signatures on file with the Clerk of Courts, pursuant to the E-Government Act of 2002.