

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : Hon. Mark Falk
: :
v. : :
: : 18 U.S.C. §§ 371, 981(a)(1)(C), 982
JOHN ALFY SALAMA MARKUS, : 1956(a)(2)(B)(i), 1956(h) and 2;
a/k/a "John Salama" and : 28 U.S.C. § 2461
AHMED NOURI, : :
a/k/a "Ahmed Bahjat" : Mag. No. 10-3635

CRIMINAL COMPLAINT

I, Melissa Gibson, being duly sworn, state that the following is true and correct to the best of my knowledge and belief:

SEE ATTACHMENT A

I further state that I am a Special Agent with the Department of Defense, Office of Inspector General ("OIG"), Defense Criminal Investigative Service ("DCIS"), and that this complaint is based on the following facts:

SEE ATTACHMENT B

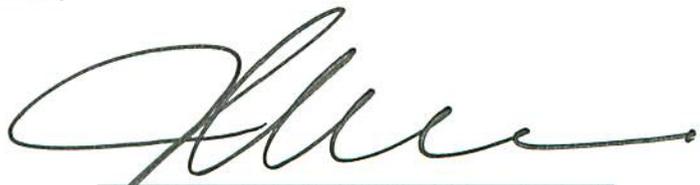
continued on the attached pages and made a part hereof.


Melissa Gibson, Special Agent
Department of Defense, OIG, DCIS 10/12/10

Sworn to before me and subscribed in my presence,

October 10, 2010, at Newark, New Jersey

HONORABLE MARK FALK
UNITED STATES MAGISTRATE JUDGE


Signature of Judicial Officer

ATTACHMENT A

COUNT ONE

From in or about April 2007 to in or about October 2008, in the District of New Jersey, Tikrit, Iraq, Amman, Jordan, and elsewhere, defendants

JOHN ALFY SALAMA MARKUS
a/k/a "John Salama"
and
AHMED NOURI
a/k/a "Ahmed Bahjat"

did knowingly and intentionally conspire and agree with each other and others to:

- (a) defraud the United States by impairing, impeding, and defeating the lawful functions of the Department of Defense, Department of Army, United States Army Corps of Engineers (the "USACE"); and
- (b) commit an offense against the United States, that is, for SALAMA, as a public official, to directly and indirectly, corruptly demand, seek, receive, accept, and agree to receive and accept things of value personally, and for others, that is, among other things, money, in return for being influenced in the performance of SALAMA'S official acts, and for being induced to do or omit to do acts in violation of SALAMA'S official duties, including awarding USACE contracts to Iraqi Consultants & Construction Bureau ("ICCB") through NOURI, in violation of Title 18, United States Code, Sections 201(b)(2)(A)&(C).

Object of the Conspiracy

- (a) It was an object of the conspiracy for SALAMA to improperly provide confidential government information regarding potential USACE reconstruction contracts and use his discretion in the selection and modification process in order to assist ICCB in securing contracts and modifications; and
- (b) It was further an object of the conspiracy for SALAMA to profit personally, and for other people, by soliciting, demanding and accepting bribe payments from ICCB through NOURI and others, in exchange for SALAMA'S use of his official position to manipulate and influence the bidding, selection and award of lucrative USACE Iraqi reconstruction contracts to ICCB.

In furtherance of the conspiracy, and to effect its objects, SALAMA and NOURI committed and caused to be committed overt acts as set forth in Attachment B.

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

COUNT TWO

From in or about April 2007 to in or about October 2008, in the District of New Jersey, Jordan, Egypt and elsewhere, defendant

JOHN ALFY SALAMA MARKUS
a/k/a "John Salama"

knowing that the property involved in the financial transactions represented the proceeds of unlawful activity, specifically, SALAMA'S corrupt solicitation and acceptance of things of value including, among other things, money, in return for being influenced in the performance of official acts and to violate official duties, including awarding USACE contracts to ICCB through NOURI and others, contrary to Title 18, United States Code, Sections 201(b)(2)(A)&(C), did knowingly conspire and agree with others to conduct financial transactions affecting interstate and foreign commerce, knowing that the transactions were designed in whole or in part to conceal and disguise the nature, the location, the source, the ownership, and the control of the proceeds of specified unlawful activity, contrary to Title 18, United States Code, Section 1956(a)(1)(B)(i).

In violation of Title 18, United States Code, Section 1956(h).

COUNT THREE

On or about August 29, 2007, in the District of New Jersey, Jordan, Egypt and elsewhere, defendant

JOHN ALFY SALAMA MARKUS
a/k/a "John Salama"

did transmit, transfer, and attempt to transmit and transfer funds, that is, approximately \$300,000 from a place outside the United States, that is Jordan, through Egypt, to a place in the United States, that is New Jersey, knowing that the funds involved in the transmittal and transfer represented the proceeds of some form of unlawful activity and knowing that such transmittal and transfer was designed in whole or in part to conceal and disguise the nature, location, source, ownership and control of the proceeds of specified unlawful activity, that is, SALAMA'S corrupt solicitation and acceptance of things of value including, among other things, money, in return for being influenced in the performance of official acts and to violate official duties, including awarding USACE contracts to ICCB through NOURI and others, contrary to Title 18, United States Code, Sections 201(b)(2)(A)&(C).

In violation of Title 18, United States Code, Sections 1956(a)(2)(B)(i) and 2.

FIRST FORFEITURE ALLEGATION

The allegations contained in Count One of this Complaint are hereby realleged and incorporated by reference 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).

Pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c), upon conviction of a conspiracy to violate Title 18, United States Code, Section 201, in violation of Title 18, United States Code, Section 371, defendant JOHN ALFY SALAMA MARKUS, a/k/a "John Salama," shall forfeit to the United States of America any property, real or personal, which constitutes or is derived from proceeds traceable to that violation. The property to be forfeited includes, but is not limited to, the real property located at 404 Jacob Court, Nazareth, Pennsylvania 18064 ("SALAMA'S RESIDENCE").

If any of the property described above, 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 the court;
- d. has been substantially diminished in value; or
- e. has been commingled with other property which cannot be divided without difficulty,

the United States of America shall be entitled to forfeiture of substitute property pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c).

SECOND FORFEITURE ALLEGATION

The allegations contained in Counts Two and Three of this Complaint are hereby realleged and incorporated by reference for the purpose of alleging forfeiture pursuant to Title 18, United States Code, Sections 982(a)(1).

Pursuant to Title 18, United States Code, Section 982(a)(1), upon conviction of an offense in violation of Title 18, United States Code, Section 1956, defendant JOHN ALFY SALAMA MARKUS, a/k/a "John Salama," shall forfeit to the United States of America any property, real or personal, involved in such offense, and any property traceable to such property. The property to be forfeited includes, but is not limited to, the real property located at 404 Jacob Court, Nazareth, Pennsylvania 18064 ("SALAMA'S RESIDENCE").

If any of the property described above, 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 the court;**
- d. has been substantially diminished in value; or**
- e. has been commingled with other property which cannot be divided without difficulty,**

the United States of America shall be entitled to forfeiture of substitute property pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 18, United States Code, Section 982(b)(1).

ATTACHMENT B

I, Melissa Gibson, a Special Agent with the Department of Defense, Office of Inspector General, Defense Criminal Investigative Service (“DOD, OIG, DCIS”) following an investigation and discussions with other law enforcement officers, am aware of the following facts. Because this Attachment B is submitted for the limited purpose of establishing probable cause, I have not included herein the details of every aspect of this investigation.

1. At times relevant to the complaint, JOHN ALFY SALAMA MARKUS (“SALAMA”), a United States citizen and resident of New Jersey born in Egypt, was a Project Engineer for the Department of Defense, Department of the Army, U.S. Army Corps of Engineers (“USACE”) deployed to the Gulf Region North, specifically, Tikrit, Iraq. In his official capacity, Salama was involved in the review and award process for foreign contractors seeking lucrative reconstruction contracts with the USACE in Iraq, and in the administration, oversight and modification of contracts post-award. Salama had access to confidential internal bidding information prepared by the USACE, as well as contractors’ competitive bids. On certain contracts, Salama was designated the Contracting Officer’s Representative (“COR”), making him responsible for monitoring the progress made on contracts, negotiating contract modifications, and approving periodic invoices for payments to contractors. Salama earned an annual salary of between \$150,000 - \$200,000 from the USACE.

2. At times relevant to the complaint, AHMED NOURI (“NOURI”), a British citizen born in Iraq, was Vice President of Operations for Iraqi Consultants & Construction Bureau (“ICCB”), a privately owned foreign engineering and construction company seeking Iraqi reconstruction contracts in the Gulf Region North.

3. At times relevant to the complaint, and as set forth below, SALAMA, as a Project Engineer with the USACE, among other things, did the following: (a) provided ICCB through NOURI confidential bidding information for USACE reconstruction contracts; (b) assisted in securing the award of valuable USACE contracts to ICCB through NOURI; (c) reviewed and approved invoices for payment submitted by ICCB; (d) solicited, demanded and accepted cash bribes from ICCB through NOURI; and (e) established or controlled foreign bank accounts in Jordan and Egypt to effect the concealment of the source of the cash bribes before causing the transfer of the cash bribes to New Jersey-based bank accounts under his control.

4. In furtherance of the corrupt and unlawful activity:

a. In or about April 2007, SALAMA served as a member of the “source selection committee” to determine which contractor would be awarded a USACE contract for Bayji Oil Refinery Security Enhancements, according to USACE records.

b. On or about April 24, 2007, SALAMA sent the following e-mail message to NOURI:

Subject: Oil Refinery

Ahmed,

I want you to put your total price for the sample project \$6,250,300 only no more no less.

John.

c. On or about April 25, 2007, NOURI submitted a bid on behalf of ICCB to the USACE for the Bayji Oil Refinery Security Enhancements contract in the amount of \$6,250,167, according to USACE records.

d. A review of USACE contract file records reveals that, on or about May 3, 2007, the source selection committee, of which SALAMA was a member, recommended that ICCB be awarded the Bayji Oil Refinery Security Enhancements contract; on or about May 9, 2007, the USACE awarded ICCB the contract in the amount of \$6,215,167. SALAMA was designated as the COR on the contract.

e. On or about June 15, 2007, a contract for the construction of a 12-room school valued at \$981,221.07 was awarded to ICCB. After receiving an e-mail notification of the award from the USACE Contracting Office, NOURI forwarded the notification to SALAMA and added the words "we did it." SALAMA responded on the same day with the following e-mail message that was obtained by law enforcement authorities pursuant to a court-ordered search of SALAMA'S RESIDENCE:

Subject: RE: Notice of Award: Said Sadiq 12 Room School

Ahmed,

[S]o how much you owe me now? [C]ongratulation we deserve it. [A]nd more to come.

John

f. On or about June 30, 2007, a contract for the construction of a second 12-room school valued at \$960,408.70 was awarded to ICCB, according to USACE records.

g. In or about mid-2007, SALAMA had a girlfriend who was a resident of Belle Mead, New Jersey. Earlier, in or about May, 2007, SALAMA changed his address of record with People First Bank to reflect the same Belle Mead, New Jersey address as that of his girlfriend.

h. On or about July 5, 2007, via an e-mail message to SALAMA, NOURI attached proof and record of an international wire transfer in the amount of \$200,000 which NOURI caused to be deposited into the account of SALAMA'S father at the Egyptian financial institution, Banque Misr. This \$200,000 represented partial payment of a \$350,000 bribe to

SALAMA for his official assistance in securing the Bayji Oil Refinery Security Enhancements contract for ICCB, according to a spreadsheet created by SALAMA that was obtained pursuant to a court-ordered search of SALAMA'S RESIDENCE.

i. On or about July 17, 2007, NOURI sent an e-mail message to his employer at ICCB (of which SALAMA received a blind copy) with the Subject line "JS." That message was recovered from SALAMA'S computer, which was obtained pursuant to a court-ordered search of SALAMA'S RESIDENCE. The e-mail message from NOURI to his employer at ICCB detailed SALAMA'S demands for bribe payments, as well as official action promised by SALAMA on USACE contracts to benefit ICCB. According to NOURI'S e-mail, SALAMA: (a) demanded payment of the balance of \$150,000 on an outstanding bribe from ICCB in the amount of \$350,000 for the Bayji Oil Refinery Security Enhancements contract; (b) demanded payment of a \$100,000 bribe for the award of the USACE contracts to construct two 12-room schools; (c) assured approval and payment by the USACE of an invoice submitted by ICCB in the amount of \$646,946.30 for work on the Bayji Oil Refinery Security Enhancements contract; and (d) assured the future award of four new contracts to ICCB – the Bayji substation, the Taza substation and two additional contracts "for the [Bayji Oil] refinery" in exchange for a bribe payment of \$550,000 in full at the time that ICCB submitted its first invoice for the projects. Also, by way of this e-mail message, NOURI informed his employer that NOURI would be meeting SALAMA in Amman, Jordan in August to open a foreign bank account to deposit these payments.

j. NOURI'S July 17, 2007 e-mail message to his employer also included an excerpt of an instant messaging or "IM" exchange between NOURI and SALAMA, in which SALAMA explained to NOURI that he needed the demanded bribe payments to "pay [his] big bill" for the "bilding [sic] the house" and "to pay for the land," referring to a Nazareth, Pennsylvania residence that SALAMA and his girlfriend planned to build and which they did cause to be built for approximately \$1,106,927.50 (previously defined as "SALAMA'S RESIDENCE," as described in more detail in the Forfeiture Allegations).

k. On or about July 17, 2007, SALAMA approved the invoice referred to in NOURI'S e-mail message of the same day and which was submitted to the USACE by ICCB in the amount of \$646,934.60 for work on the Bayji Oil Refinery Security Enhancements contract (less the required 20% government retainage fee), according to USACE records.

l. Over the course of the following week, each of the four contracts that SALAMA promised would be awarded to ICCB, as detailed in NOURI'S July 17, 2007 e-mail message to his employer, were, in fact, awarded to ICCB, according to USACE records:

- i. On or about July 22, 2007, ICCB was awarded a USACE contract valued at \$3,988,140 for additional work on the Bayji Oil Refinery ("Additional Bayji Contract #1"). SALAMA was listed as Project Engineer for the contract and acted as the COR.

- ii. On or about July 22, ICCB was awarded a second USACE contract valued at \$1,590,274.50 for additional work on the Bayji Oil Refinery (“Additional Bayji Contract #2”). SALAMA was listed as Project Engineer for the contract and approved invoices.
- iii. On or about July 25, ICCB was awarded a USACE contract valued at \$510,306.50 for the Bayji Power Station Security Enhancements (“the Bayji substation”). SALAMA was listed as Project Engineer for the contract and approved invoices.
- iv. On or about July 25, 2007, ICCB was awarded a USACE contract valued at \$219,523 for the Taza Power Station Security.

m. As previously discussed in NOURI’S July 17, 2007 e-mail message to his employer at ICCB, on or about August 18, 2007, ICCB submitted its first invoice for “Additional Bayji Contract #1” in the amount of \$747,643, which invoice was approved on the same day by SALAMA, according to USACE records.

n. As previously discussed in NOURI’S July 17, 2007 e-mail message to his employer at ICCB, on or about August 18, 2007, SALAMA departed Iraq and traveled to Amman, Jordan via Kuwait where he was to meet with NOURI and NOURI’S employer.

o. Once in Jordan, on or about August 22, 2007, SALAMA opened a U.S dollar term deposit bank account in order to deposit bribe payments at The Housing Bank for Trade & Finance. SALAMA also had a checking account with The Housing Bank for Trade & Finance for the same purpose. On the same date, SALAMA deposited: 142,000 Iraqi dinar in cash (converted to \$200,000 USD) into his term deposit account; and 63,900 Iraq dinar in cash (converted to \$90,000 USD) into his checking account, according to bank records located in the court-ordered search of SALAMA’S RESIDENCE.

p. Also on August 22, 2007, while in Jordan, SALAMA used an exchange company to transfer an additional \$299,950 USD to a Banque Misr account in the name of SALAMA’S father, according to records located during the court-ordered search of SALAMA’S RESIDENCE.

q. The following day, on or about August 23, 2007, while still in Jordan, SALAMA transferred approximately \$20,000 from his checking account at The Housing Bank for Trade & Finance to a Wachovia Bank account in the name of “John Salama” with his girlfriend as power of attorney and an address of record in Belle Mead, New Jersey (“Wachovia 0860”).

r. On or about August 26, 2007, SALAMA sent an e-mail message to his

brother in Egypt directing his brother to cause approximately \$300,000 to be transferred to Wachovia 0860 “for the house,” referring to the construction of SALAMA’S RESIDENCE.

s. On or about August 29, 2007, according to a bank statement mailed to SALAMA and his girlfriend at a Belle Mead, New Jersey address, Wachovia 0860 received two international wire transfers: one in the amount of \$279,950 from a Banque Misr account in the name of SALAMA’S father; and the second in the amount of \$19,975 from an account in the name of John Salama at The Housing Bank for Trade & Finance in Jordan. The address of record reflected on the wire transfer for SALAMA was in Belle Mead, New Jersey. Funds from Wachovia 0860 were used as partial payment for the construction of SALAMA’S RESIDENCE. On the same day that the international wire transfers were received into Wachovia 0860, according to a bank statement mailed to SALAMA in New Jersey, a check in the amount of \$280,000 drawn on Wachovia 0860 was deposited into Wachovia 8565 (in the name of SALAMA’S girlfriend).

t. On or about August 31, 2007, according to bank records, \$80,000 was transferred from Wachovia 8565 into a Merchants Bank account in the United States held by a co-worker of SALAMA’S from the USACE for a joint real estate venture.

u. On or about October 4, 2007, SALAMA and his girlfriend opened a joint account (“Wachovia 7919”) with an address of record in Belle Mead, New Jersey. On the same day, \$120,000 was transferred from Wachovia 8565 into Wachovia 7919. Funds from Wachovia 7919 were used as partial payment for the construction of SALAMA’S RESIDENCE.

v. On or about November 5, 2007, SALAMA sent the following e-mail message to NOURI at ICCB that was recovered from his computer pursuant to a court-ordered search of SALAMA’S RESIDENCE:

Subject: RE: Emailing: Baiji 1 and SEFcost calculation

I saved a lot of money for you guys and I need at least 400K form [sic] ICCB for all the work I done for you I made you a lot of profit.

w. On or about December 6, 2007, by way of an e-mail message, SALAMA provided NOURI with details regarding bank accounts in SALAMA’S name in Jordan and in the name of SALAMA’S father at Banque Misr in Egypt.

x. A review of records reveals that, on or about December 9, 2007, ICCB transferred by wire approximately \$170,000 to the same Banque Misr account in Egypt in the name of SALAMA’S father for which SALAMA had provided NOURI details via the December 6 e-mail message. According to a spreadsheet created by SALAMA and recovered during the court-ordered search of SALAMA’S RESIDENCE and which SALAMA forwarded to NOURI on or about December 19, 2007, this \$170,000 was a portion of a \$340,000 bribe payment related to the “Baquba land fill” contract awarded to ICCB. USACE records reveal that ICCB was

awarded the Baqubah Landfill contract on or about November 10, 2007; the contract was valued at \$6,827,205.

y. On or about December 18, 2007, ICCB caused \$275,000 to be wired through an Iraqi exchange company to SALAMA'S father's Banque Misr account in Egypt. In the body of an e-mail message dated January 1, 2008, NOURI wrote to SALAMA "Papers for the 275," and attached a confirming record of the \$275,000 wire transfer that was made to SALAMA'S father's Banque Misr account. According to a spreadsheet created by SALAMA and e-mailed to NOURI, this \$275,000 was a bribe payment comprising a \$90,000 bribe payment for a "jersey barriers" project – as described by SALAMA, and \$185,000 bribe payment for "Bayi 3 projects," awarded to ICCB as discussed in paragraphs 4(d) and 4(l) above.

z. In or about January 2008, while on leave from the USACE, SALAMA incorporated "Mookie Enterprises LLC" in the State of New Jersey, and opened up the first of two Wachovia accounts in the name of that entity ("Wachovia 4662" and "Wachovia 5340"). Incorporation records list the authorized representatives of Mookie Enterprises as SALAMA, his girlfriend and SALAMA'S brother.

aa. On or about January 3, 2008, according to bank records located in the court-ordered search of SALAMA'S RESIDENCE, SALAMA'S father's Banque Misr account received a wire transfer in the amount of \$160,000 from a Jordanian bank account associated with NOURI.

bb. On or about January 19, 2008, SALAMA sent an e-mail message to his brother in Egypt and directed him to transfer funds to Wachovia 7919 at a bank branch with a Hillsborough, New Jersey address.

cc. According to bank records, on or about January 22, 2008, Wachovia 7919 received a wire transfer in the amount of \$364,950 from SALAMA'S brother at Banque Misr. On the same day, SALAMA and his girlfriend opened another Wachovia bank account ("Wachovia 8711") with a Belle Mead, New Jersey address of record, transferred into it the bulk of the above wire transfer – \$350,000. The following week, on or about January 31, 2008, SALAMA'S girlfriend transferred \$200,000 from Wachovia 8711 to Wachovia 0860.

dd. Between in or about January 2008 and June 2008, SALAMA and his girlfriend wrote checks from various Wachovia accounts – including Wachovia 0860, Wachovia 7919, and Wachovia 7753 – totaling approximately \$256,000 to the builders for the construction of SALAMA'S RESIDENCE.

ee. On or about June 3, 2008, well before the conclusion of his overseas tour, SALAMA submitted a letter to USACE requesting permission to leave Iraq early, claiming that he had become overwhelmed in his job and that his responsibilities had become "blurred." SALAMA'S request to leave Iraq was granted by USACE, and he returned to the

United States on or about July 1, 2008.

ff. SALAMA and his girlfriend were married in or about August 2008, which wedding was attended by NOURI of ICCB. They resided in Bell Meade, New Jersey pending completion of SALAMA'S RESIDENCE.

gg. SALAMA traveled to Jordan in or about early September 2008, according to financial records. On or about September 8, 2008, Wachovia 7753 received a wire transfer in the amount of \$849,955 from The Housing Bank for Trade & Finance deposit account that SALAMA had set up as a repository for bribe payments in August 2007. According to a memo handwritten by SALAMA'S wife and recovered in the court-ordered search of SALAMA'S RESIDENCE, the "transferred \$849,955" was "from Ahmed [NOURI]" of ICCB.

hh. On or about September 16, 2008, SALAMA'S wife transferred \$941,149.27 from Wachovia 7753 to a Bank of America checking account ("Bank of America 9755") in her name. The following day, she transferred the full amount to a savings account ("Bank of America 7605"). By the same handwritten memo described in paragraph 4(gg) above, the "941,149.27" was "for house," referring to SALAMA'S RESIDENCE.

ii. SALAMA returned to the U.S. but, within days, again went to the Middle East on or about September 15, 2008, according to travel records. On or about September 18, 2008, another bank account in the name of SALAMA and his wife ("Wachovia 5777") received a wire transfer in the amount of \$399,955 from The Housing Bank for Trade & Finance term deposit account that SALAMA had set up as a repository for bribe payments in August 2007. Investigation to date has revealed no legitimate source for the \$399,955 wire transfer.

jj. On or about September 27, 2008, a bank check drawn on Wachovia 5777 in the amount \$380,000 was obtained and endorsed by SALAMA. On the same day, \$330,000 was deposited into Bank of America 7605, and \$50,000 was deposited into a Bank of America Certificate of Deposit ("CD") account in the name of SALAMA and his wife.

kk. On or about October 16, 2008, SALAMA and his wife took title to SALAMA'S RESIDENCE, directing a cashier's check in the amount of \$850,807.54 obtained from a Hillsborough, New Jersey Bank of America branch – and drawn on Bank of America 7605 – to Westminster Title Agency for final payment to the builders. In total, SALAMA and his wife paid the builders approximately \$1,106,927.50 for the construction of SALAMA'S RESIDENCE. Based on the investigation to date, construction of the SALAMA RESIDENCE was paid for with the proceeds of bribe payments demanded and accepted by SALAMA in his official capacity with the USACE.