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MICHAEL W. DOBBINS
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UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

08 CR 669

UNITED STATES OF AMERICA,	)	**Criminal No. 08-669**
	)	**Judge Der-Yeghiayan**
v.	)	**MAGISTRATE JUDGE ASHMAN**
	)	
	)	Count One: 18 U.S.C. § 371
1) CHRISTOPHER P. WEST,	)	(Conspiracy)
	)	
2) PATRICK W. BOYD,	)	Count Two: 18 U.S.C. § 201(b)(2)
	)	(Bribery)
3) ASSAD JOHN RAMIN,	)	
(A.K.A. ASSADULLAH RAMIN)	)	Count Three: 18 U.S.C. § 201(b)(1)
	)	(Bribery)
4) TAHIR RAMIN,	)	
	)	Count Four: 18 U.S.C. 371
5) NOOR ALAM,	)	(Conspiracy)
(A.K.A. NOOR ALAM NOORI)	)	
	)	Count Five: 18 U.S.C. § 201(b)(2)
6) NORTHERN RECONSTRUCTION	)	(Bribery)
ORGANIZATION,	)	
	)	Count Six: 18 U.S.C. § 201(b)(1)
7) ABDUL QUDOOS BAKHSHI,	)	(Bribery)
(A.K.A. HAJI ABDUL QUDOOS)	)	
	)	Count Seven: 18 U.S.C. § 371
8) NAWEED BAKHSHI COMPANY,	)	(Conspiracy)
	)	
9) AZ CORPORATION,	)	Count Eight: 18 U.S.C. § 201(b)(2)
(A.K.A. ARIA ZAMIN,	)	(Bribery)
AZ KABUL CORPORATION)	)	
	)	Count Nine: 18 U.S.C. § 201(b)(1)
10) TOP'S CONSTRUCTION	)	(Bribery)
	)	
Defendants.	)	Count Ten: 18 U.S.C. § 371
	)	(Conspiracy)
	)	
	)	Count Eleven: 18 U.S.C. § 201(b)(1)
	)	(Bribery)
	)	
	)	Count Twelve: 18 U.S.C. § 201(b)(1)
	)	(Bribery)
	)	

) Count Thirteen: 18 U.S.C. § 201(b)(1)
) (Bribery)
)
) Count Fourteen: 18 U.S.C. § 1349
) (Conspiracy To Commit Mail Fraud).
)
) Criminal Forfeiture:
) 18 U.S.C. §§ 981(a)(1)(C)
) 28 U.S.C. § 2461(c)

SUPERSEDING INDICTMENT

The Grand Jury charges that:

BACKGROUND

1. For the purposes of this Indictment, the "relevant period" is that period from in or about September 2004 until at least in or about June 2005. During the relevant period, the United States Department of Defense ("DOD") operated a military base at Bagram Airfield ("BAF"), Afghanistan. In support of Operation Enduring Freedom, the DOD contracted with private companies for supplies and services. Defendant CHRISTOPHER P. WEST ("WEST"), an Army Major with the Illinois National Guard 33rd 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 an Assistant S4, Person A, a fellow member of the Illinois National Guard 33rd ASG.

2. As the S4, WEST received requests for acquisition from different military components at BAF and sought approval for those requests. Among other things, WEST worked on the acquisition of bunkers and barriers and asphalt paving services at BAF. Bunkers and barriers are cement structures used for force protection and perimeter walls at BAF.

3. If the S4's request was approved and funding appropriated, a contract was

assigned to a Contracting Officer working in the Base Contracting office in order to procure the good or service by competitive bid. Defendant PATRICK W. BOYD ("BOYD"), an Air Force Master Sergeant with the 496th Air Base Squadron, was deployed as a Contracting Officer to BAF from on or about September 20, 2004, until on or about January 23, 2005. Among other things, BOYD awarded contracts for bunkers and barriers and asphalt paving services at BAF.

4. During the relevant period, Defendants ASSAD JOHN RAMIN ("JOHN RAMIN") and TAHIR RAMIN ("TAHIR RAMIN") own and operate military contracting businesses, including defendant AZ CORPORATION ("AZ") and defendant TOP'S CONSTRUCTION ("TOP'S"), supplying BAF with, among other things, bunkers and barriers.

5. During the relevant period, Defendant NOOR ALAM ("ALAM") owns and operates the defendant military contracting business NORTHERN RECONSTRUCTION ORGANIZATION ("NRO"). NRO contracts with the DOD, supplying BAF with, among other things, bunkers and barriers and asphalt paving services. ALAM used an interpreter, Person B, to assist him in NRO's business dealings with the DOD and its officers.

6. During the relevant period, Defendant ABDUL QUDOOS BAKHSHI ("QUDOOS") owns and operates the defendant military contracting business NAWEED BAKHSHI COMPANY ("NBC"). NBC contracts with the DOD, supplying BAF with, among other things, bunkers and barriers and asphalt paving services. QUDOOS used an interpreter, Person C, to assist him in NBC's business dealings with the DOD and its officers.

7. Whenever this Indictment refers to any act, deed, or transaction of any company, it means that the company engaged in the act, deed, or transaction by or through its officers, directors, employees, agents or other representatives while they were actively engaged in the

management, direction, control, or transaction of its business or affairs. Various individuals not made defendants in this Indictment, participated as co-conspirators in the offenses charged herein and performed acts and made statements in furtherance thereof.

COUNT ONE
18 U.S.C. § 371
(Conspiracy)

Paragraphs 1 through 7 of this Indictment are incorporated by reference as if fully stated herein, and the following is further alleged:

8. Beginning in or about September 2004 and continuing until in or about March 2005, in Afghanistan and elsewhere, defendants

CHRISTOPHER P. WEST,
PATRICK BOYD,
ASSAD JOHN RAMIN,
TAHIR RAMIN,
TOP'S CONSTRUCTION,

and others known and unknown to the grand jury did knowingly and unlawfully combine, conspire, confederate, and agree to commit an offense against the United States; that is, (1) to, directly and indirectly, corruptly demand, seek, receive, accept, and agree to receive and accept things of value, that is, among other things, cash, in return for being influenced in the performance of official acts, and in return for being induced to do and omit to do acts in violation of official duty, including the award of a DOD contract to TOP'S, in violation of 18 U.S.C. § 201(b)(2)(A) and (C); and (2) to, directly and indirectly, corruptly give, offer, and promise a thing of value, that is, among other things, cash, to a public official with intent to influence official acts and to induce such public official to do and omit to do acts in violation of lawful duty, including the award of a DOD contract to TOP'S, in violation of 18 U.S.C. § 201(b)(1)(A)

and (C).

THE CONSPIRACY AND ITS OBJECTS

9. The charged conspiracy consisted of a continuing agreement, understanding, and concert of action among the defendants and their co-conspirators, the substantial terms of which were to award a DOD contract in return for money.

MANNER AND MEANS OF THE CONSPIRACY

It was a part of the conspiracy that JOHN RAMIN, TAHIR RAMIN, TOP'S, WEST, BOYD, and others, would, among other things, do the following:

10. Agree to pay WEST, BOYD, and Person A a designated amount of money in return for the award of a DOD bunkers and barriers supply contract to TOP'S.

11. Provide confidential and procurement-sensitive pricing information to JOHN RAMIN and TAHIR RAMIN in advance of bidding.

12. Designate a representative to act as the figurehead owner of TOP'S, in order to obscure JOHN RAMIN's and TAHIR RAMIN's ownership and control of TOP'S.

13. Award a DOD bunkers and barriers contract to TOP'S.

14. Invoice DOD for goods delivered and/or services provided pursuant to the bunkers and barriers contract awarded to TOP'S, and receive payment from DOD based on these invoices.

15. Give money to WEST, BOYD, and Person A, who divided the money, in return for the award of the DOD bunkers and barriers contract to TOP'S.

OVERT ACTS

In furtherance of the conspiracy and in order to accomplish its objects, the following

overt acts, among others, were committed by the defendants and others in Afghanistan and elsewhere:

16. In or about September 2004, JOHN RAMIN proposed to WEST that he would pay $30,000 if WEST could procure a bunkers and barriers contract in the name of TOP'S, a company controlled by JOHN RAMIN and TAHIR RAMIN.

17. In or about September and October 2004, WEST recruited BOYD to help effect the award of contracts to designated contractors, paid BOYD $5,000 in cash to solidify their agreement, and instructed Person A to pay BOYD an additional $10,000.

18. On or about October 21, 2004, BOYD awarded DOD bunkers and barriers contract #W913TY-05-D-0001 to TOP'S, with a minimum order amount of $100,000.

19. In or about October 2004, JOHN RAMIN gave WEST $30,000 cash in return for the award of contract #W913TY-05-D-0001 to TOP'S.

20. In or about October 2004, WEST, BOYD, and Person A divided the $30,000.

21. On or about January 27, 2005, WEST certified that TOP'S delivered and/or installed 400 six-foot barriers and 50 four-foot barriers, pursuant to Delivery Order #0001, contract #W913TY-05-D-0001, valued at $160,250.

22. On or about February 16, 2005, TOP'S was paid $160,250 in cash as partial payment on contract #W913TY-05-D-0001.

23. On or about February 28, 2005, WEST certified that TOP'S delivered and/or installed 245 bunkers, 150 six-foot barriers, and 325 four-foot barriers, pursuant to Delivery Order #0001, contract #W913TY-05-D-0001, valued at $198,825.

24. On or about February 28, 2005, TOP'S was paid $198,825 in cash as partial

payment on contract #W913TY-05-D-0001.

25. On or about March 1, 2005, WEST submitted a Request for Additional Funding of $22,000 for TOP'S's contract #W913TY-05-D-0001.

(All in violation of Title 18, United States Code, Section 371, and pursuant to the extraterritorial venue provision, Title 18, United States Code, Section 3238.)

COUNT TWO
18 U.S.C. § 201(b)(2)(A) and (C)
(Bribery)

Paragraphs 1 through 25 of this Indictment are incorporated by reference as if fully stated herein, and the following is further alleged:

26. Beginning at least in or about September 2004 and continuing through at least in or about November 2004, in Afghanistan and elsewhere, defendants

CHRISTOPHER P. WEST and
PATRICK BOYD,

as public officials, directly and indirectly did corruptly demand, seek, receive, accept, and agree to receive and accept things of value in return for being influenced in the performance of official acts, and in return for being induced to do and omit to do acts in violation of official duty; that is, WEST and BOYD corruptly demanded, sought, received, accepted, and agreed to receive and accept approximately $30,000 cash from JOHN RAMIN, TAHIR RAMIN, and TOP'S in return for the award of DOD contract #W913TY-05-D-0001 to TOP'S.

(All in violation of Title 18, United States Code, Section 201(b)(2)(A) and (C), and pursuant to the extraterritorial venue provision, Title 18, United States Code, Section 3238.)

COUNT THREE
18 U.S.C. § 201(b)(1)(A) and (C)
(Bribery)

Paragraphs 1 through 25 of this Indictment are incorporated by reference as if fully stated herein, and the following is further alleged:

27. Beginning at least in or about September 2004 and continuing through at least in or about November 2004, in Afghanistan and elsewhere, defendants

ASSAD JOHN RAMIN,
TAHIR RAMIN, and
TOP'S CONSTRUCTION,

directly and indirectly, did corruptly give, offer, and promise something of value to a public official, with intent to influence official acts and to induce such public official to do and omit to do acts in violation of lawful duty; that is, JOHN RAMIN, TAHIR RAMIN, and TOP'S corruptly gave, offered, and promised approximately $30,000 cash to WEST, BOYD, and Person A in return for the award of DOD contract #W913TY-05-D-0001 to TOP'S.

(All in violation of Title 18, United States Code, Section 201(b)(1)(A) and (C), and pursuant to the extraterritorial venue provision, Title 18, United States Code, Section 3238.)

COUNT FOUR
18 U.S.C. § 371
(Conspiracy)

Paragraphs 1 through 7 of this Indictment are incorporated by reference as if fully stated herein, and the following is further alleged:

28. Beginning in or about September 2004 and continuing until in or about February 2005, in Afghanistan and elsewhere, defendants

CHRISTOPHER P. WEST,
PATRICK BOYD,
NORTHERN RECONSTRUCTION ORGANIZATION,
NOOR ALAM,

and others known and unknown to the grand jury did knowingly and unlawfully combine, conspire, confederate, and agree to commit an offense against the United States; that is, (1) to, directly and indirectly, corruptly demand, seek, receive, accept, and agree to receive and accept things of value, that is, among other things, cash, in return for being influenced in the performance of official acts, and in return for being induced to do and omit to do acts in violation of official duty, including awarding DOD contracts to and performing contracting actions for NRO, in violation of 18 U.S.C. § 201(b)(2)(A) and (C); and (2) to, directly and indirectly, corruptly give, offer, and promise a thing of value, that is, among other things, cash, to a public official with intent to influence official acts and to induce such public official to do and omit to do acts in violation of lawful duty, including awarding DOD contracts to and performing contracting actions for NRO, in violation of 18 U.S.C. § 201(b)(1)(A) and (C).

THE CONSPIRACY AND ITS OBJECTS

29. The charged conspiracy consisted of a continuing agreement, understanding, and

concert of action among the defendants and their co-conspirators, the substantial terms of which were awarding DOD contracts to and performing contracting actions for NRO in return for money.

MANNER AND MEANS OF THE CONSPIRACY

It was a part of the conspiracy that NRO, ALAM, WEST, BOYD, and others, would, among other things, do the following:

30. Agree to pay WEST, BOYD, and Person A a designated amount of money in return for the award of DOD contracts to NRO.

31. Provide confidential and procurement-sensitive pricing information to ALAM and/or ALAM's interpreter, Person B, in advance of bidding.

32. Award DOD contracts to and perform contracting actions for NRO.

33. Invoice DOD for goods delivered and/or services provided pursuant to contracts awarded to NRO, and receive payment from DOD based on these invoices.

34. Give money and other things of value to WEST, BOYD, and Person A, who divided the money, in return for awarding DOD contracts to and performing contracting actions for NRO.

OVERT ACTS

In furtherance of the conspiracy and in order to accomplish its objects, the following overt acts, among others, were committed by the defendants and others in Afghanistan and elsewhere:

35. In or about September and October 2004, WEST recruited BOYD to help effect the award of contracts to designated contractors, paid BOYD $5,000 in cash to solidify their

agreement, and instructed Person A to pay BOYD an additional $10,000.

36. In or about October 2004, WEST agreed with ALAM to award contracts to and perform contracting actions for NRO in return for $30,000.

37. In or about October 2004, WEST instructed BOYD to award a contract for asphalt paving services at BAF to the designated contractor NRO.

38. On or about October 23, 2004, BOYD awarded DOD bunkers and barriers contract #W913TY-05-D-0003 to NRO, with a minimum order amount of $100,000.

39. In or about October 2004, Person B, ALAM's interpreter, delivered on ALAM's behalf $30,000 cash to Person A, in return for awarding DOD contracts to and performing contracting actions for NRO.

40. In or about October 2004, WEST, BOYD, and Person A split the $30,000.

41. On or about December 27, 2004, NRO was paid $480,521 in cash as partial payment on asphalt paving contract #W913TY-04-C-0210.

42. On or about December 1, 2004, Person A certified that NRO delivered and/or installed 87 four-foot barriers, pursuant to Delivery Order #0001, contract #W913TY-05-D-0003, valued at $21,315.

43. On or about December 4, 2004, NRO was paid $21,315 by U.S. Treasury check as partial payment on contract #W913TY-05-D-0003.

44. On or about January 5, 2005, WEST certified that NRO delivered and/or installed 50 four-foot barriers, pursuant to Delivery Order #0001, contract #W913TY-05-D-0003, valued at $16,500.

45. On or about February 11, 2005, NRO was paid $16,500 in cash as partial payment

on contract #W913TY-05-D-0003.

46. On or about February 2, 2005, WEST certified that NRO delivered and/or installed 150 six-foot barriers, pursuant to Delivery Order #0001, contract #W913TY-05-D-0003, valued at $49,500.

47. On or about February 5, 2005, NRO was paid $49,500 in cash as partial payment on contract #W913TY-05-D-0003.

48. On or about February 16, 2005, Person A certified that NRO delivered and/or installed 225 six-foot barriers, pursuant to Delivery Order #0001, contract #W913TY-05-D-0003, valued at $74,250.

49. On or about February 19, 2005, NRO was paid $74,250 in cash as partial payment on contract #W913TY-05-D-0003.

(All in violation of Title 18, United States Code, Section 371, and pursuant to the extraterritorial venue provision, Title 18, United States Code, Section 3238.)

COUNT FIVE
18 U.S.C. § 201(b)(2)(A) and (C)
(Bribery)

Paragraphs 1 through 7 and paragraphs 28 through 49 of this Indictment are incorporated by reference as if fully stated herein, and the following is further alleged:

50. Beginning at least in or about September 2004 and continuing through at least in or about November 2004, in Afghanistan and elsewhere, defendants

CHRISTOPHER P. WEST and
PATRICK BOYD,

as public officials, directly and indirectly did corruptly demand, seek, receive, accept, and agree to receive and accept things of value in return for being influenced in the performance of official acts, and in return for being induced to do and omit to do acts in violation of official duty; that is, WEST and BOYD corruptly demanded, sought, received, accepted, and agreed to receive and accept approximately $30,000 cash from NRO and ALAM in return for awarding DOD contracts to and performing contracting actions for NRO.

(All in violation of Title 18, United States Code, Section 201(b)(2)(A) and (C), and pursuant to the extraterritorial venue provision, Title 18, United States Code, Section 3238.)

COUNT SIX
18 U.S.C. § 201(b)(1)(A) and (C)
(Bribery)

Paragraphs 1 through 7 and paragraphs 28 through 49 of this Indictment are incorporated by reference as if fully stated herein, and the following is further alleged:

51. Beginning at least in or about September 2004 and continuing through at least in or about November 2004, in Afghanistan and elsewhere, defendants

NORTHERN RECONSTRUCTION ORGANIZATION and
NOOR ALAM,

directly and indirectly, did corruptly give, offer, and promise something of value to a public official, with intent to influence official acts and to induce such public official to do and omit to do acts in violation of lawful duty; that is, NRO and ALAM corruptly gave, offered, and promised approximately $30,000 cash to WEST, BOYD, and Person A in return for awarding DOD contracts to and performing contracting actions for NRO.

(All in violation of Title 18, United States Code, Section 201(b)(1)(A) and (C), and pursuant to the extraterritorial venue provision, Title 18, United States Code, Section 3238.)

COUNT SEVEN
18 U.S.C. § 371
(Conspiracy)

Paragraphs 1 through 7 of this Indictment are incorporated by reference as if fully stated herein, and the following is further alleged:

52. Beginning in or about September 2004 and continuing until in or about June 2005, in Afghanistan and elsewhere, defendants

CHRISTOPHER P. WEST,
PATRICK BOYD,
NAWEED BAKHSHI COMPANY,
ABDUL QUDOOS BAKHSHI,

and others known and unknown to the grand jury did knowingly and unlawfully combine, conspire, confederate, and agree to commit an offense against the United States; that is, (1) to, directly and indirectly, corruptly demand, seek, receive, accept, and agree to receive and accept things of value, that is, among other things, cash, in return for being influenced in the performance of official acts, and in return for being induced to do and omit to do acts in violation of official duty, including the award of a DOD contract to NBC, in violation of 18 U.S.C. § 201(b)(2)(A) and (C); and (2) to, directly and indirectly, corruptly give, offer, and promise a thing of value, that is, among other things, cash, to a public official with intent to influence official acts and to induce such public official to do and omit to do acts in violation of lawful duty, including the award of a DOD contract to NBC, in violation of 18 U.S.C. § 201(b)(1)(A) and (C).

THE CONSPIRACY AND ITS OBJECTS

53. The charged conspiracy consisted of a continuing agreement, understanding, and

concert of action among the defendants and their co-conspirators, the substantial terms of which were to award a DOD contract in return for money.

MANNER AND MEANS OF THE CONSPIRACY

It was a part of the conspiracy that NBC, QUDOOS, WEST, BOYD, and others, would, among other things, do the following:

54. Agree to pay WEST, BOYD, and Person A a designated amount of money in return for the award of a DOD asphalt paving contract to NBC.

55. Provide confidential and procurement-sensitive pricing information to QUDOOS and/or QUDOOS's interpreter, Person C, in advance of bidding.

56. Award a DOD asphalt paving contract to NBC.

57. Invoice DOD for goods delivered and/or services provided pursuant to the asphalt paving contract awarded to NBC, and receive payment from DOD based on these invoices.

58. Give money and other things of value to WEST, BOYD, and Person A, who divided the money, in return for the award of the DOD asphalt paving contract to NBC.

OVERT ACTS

In furtherance of the conspiracy and in order to accomplish its objects, the following overt acts, among others, were committed by the defendants and others in Afghanistan and elsewhere:

59. In or about September and October 2004, WEST recruited BOYD to help effect the award of contracts to designated contractors, paid BOYD $5,000 in cash to solidify their agreement, and instructed Person A to pay BOYD an additional $10,000.

60. In or about October 2004, WEST agreed with QUDOOS to award a contract for

asphalt paving services at BAF to NBC in return for $30,000.

61. In or about October 2004, WEST instructed BOYD to award a contract for asphalt paving services at BAF to the designated contractor NBC.

62. On or about October 23, 2004, BOYD awarded DOD asphalt paving contract #W913TY-05-D-0005 to NBC.

63. In or about October 2004, QUDOOS delivered $30,000 cash to Person A, in return for the award of DOD contract #W913TY-05-D-0005 to NBC.

64. In or about October 2004, WEST, BOYD, and Person A divided the $30,000.

65. On or about November 20, 2004, NBC was paid $275,503.50 in cash as partial payment on contract #W913TY-05-D-0005.

66. On or about December 16, 2004, NBC was paid $68,730 in cash as partial payment on contract #W913TY-05-D-0005.

67. On or about June 4, 2005, NBC was paid $45,480 by United States Treasury check as partial payment on contract #W913TY-05-D-0005.

(All in violation of Title 18, United States Code, Section 371, and pursuant to the extraterritorial venue provision, Title 18, United States Code, Section 3238.)

COUNT EIGHT
18 U.S.C. § 201(b)(2)(A) and (C)
(Bribery)

Paragraphs 1 through 7 and paragraphs 52 through 67 of this Indictment are incorporated by reference as if fully stated herein, and the following is further alleged:

68. Beginning at least in or about September 2004 and continuing through at least in or about November 2004, in Afghanistan and elsewhere, defendants

CHRISTOPHER P. WEST and
PATRICK BOYD,

as public officials, directly and indirectly did corruptly demand, seek, receive, accept, and agree to receive and accept things of value in return for being influenced in the performance of official acts, and in return for being induced to do and omit to do acts in violation of official duty; that is, WEST and BOYD corruptly demanded, sought, received, accepted, and agreed to receive and accept approximately $30,000 cash from NBC and QUDOOS in return for awarding DOD contract #W913TY-05-D-0005 to NBC.

(All in violation of Title 18, United States Code, Section 201(b)(2)(A) and (C), and pursuant to the extraterritorial venue provision, Title 18, United States Code, Section 3238.)

COUNT NINE
18 U.S.C. § 201(b)(1)(A) and (C)
(Bribery)

Paragraphs 1 through 7 and paragraphs 52 through 67 of this Indictment are incorporated by reference as if fully stated herein, and the following is further alleged:

69. Beginning at least in or about September 2004 and continuing through at least in or about November 2004, in Afghanistan and elsewhere, defendants

NAWEED BAKHSHI COMPANY and
ABDUL QUDOOS BAKHSHI,

directly and indirectly, did corruptly give, offer, and promise something of value to a public official, with intent to influence official acts and to induce such public official to do and omit to do acts in violation of lawful duty; that is, NBC and QUDOOS corruptly gave, offered and promised approximately $30,000 cash to WEST, BOYD, and Person A in return for the award of contract #W913TY-05-D-0005 to NBC.

(All in violation of Title 18, United States Code, Section 201(b)(1)(A) and (C), and pursuant to the extraterritorial venue provision, Title 18, United States Code, Section 3238.)

COUNT TEN
18 U.S.C. § 371
(Conspiracy)

Paragraphs 1 through 7 of this Indictment are incorporated by reference as if fully stated herein, and the following is further alleged:

70. Beginning in or about July 2004 and continuing until at least in or about June 2005, in Afghanistan and elsewhere, defendants

CHRISTOPHER P. WEST,
ASSAD JOHN RAMIN,
TAHIR RAMIN,
NOOR ALAM,
NORTH RECONSTRUCTION ORGANIZATION,
ABDUL QUDOOS BAKHSHI,
NAWEED BAKHSHI COMPANY,
AZ CORPORATION,
TOP'S CONSTRUCTION,

and others known and unknown to the grand jury did knowingly and unlawfully combine, conspire, confederate, and agree:

(a) to knowingly and unlawfully defraud the United States by impairing, impeding, and defeating the lawful functions of the DOD;

(b) to commit an offense against the United States; that is, to, directly and indirectly, corruptly demand, seek, receive, accept, and agree to receive and accept things of value, that is, among other things, cash, in return for being influenced in the performance of official acts, in return for being influenced to commit and aid in committing, and to collude in, and allow fraud, and make opportunity for the commission of fraud, on the United States, and in return for being induced to do and omit to do acts in violation of official duty, by fraudulently inflating the number of bunkers and barriers delivered to BAF and profiting in the resulting overpayments

made by DOD, in violation of 18 U.S.C. § 201(b)(2)(A), (B), and (C); and

(c) to commit an offense against the United States; that is, to, directly and indirectly, corruptly give, offer, and promise a thing of value, that is, among other things, cash, to a public official with intent to influence official acts, to influence such public official to commit and aid in committing, and to collude in, and allow fraud, and make opportunity for the commission of fraud, on the United States, and to induce such public official to do and omit to do acts in violation of lawful duty, by fraudulently inflating the number of bunkers and barriers delivered to BAF and profiting in the resulting overpayments made by DOD, in violation of 18 U.S.C. § 201(b)(1)(A), (B), and (C).

THE CONSPIRACY AND ITS OBJECTS

71. The charged conspiracy consisted of a continuing agreement, understanding, and concert of action among the defendants and their co-conspirators, the substantial terms of which were to impair, impede, and defeat the proper procurement of bunkers and barriers at BAF and to obtain money falsely and fraudulently from the United States.

MANNER AND MEANS OF THE CONSPIRACY

It was a part of the conspiracy that WEST, JOHN RAMIN, TAHIR RAMIN, ALAM, NRO, QUDOOS, NBC, AZ, TOP'S, and others, would, among other things, do the following:

72. Meet to discuss pricing and other aspects of bunkers and barriers delivery at BAF, including the payment of bribes to WEST and others.

73. Order bunkers and barriers from defendant military contractors NRO, NBC, AZ, and TOP'S, for delivery to BAF.

74. Deliver bunkers and barriers to BAF.

75. Designate falsely and fraudulently on the contractor's invoice a number of bunkers and barriers greater than the number delivered to BAF.

76. Verify falsely and fraudulently on Material Inspection and Receiving Reports ("Forms DD-250") that the contractor delivered to BAF the falsely inflated number of bunkers and barriers claimed on its invoice.

77. Receive payment from DOD for the falsely inflated number of bunkers and barriers claimed but not, in fact, delivered to BAF.

78. Remit to WEST and Person A a portion of the money received as payment for the falsely inflated bunkers and barriers claimed, but not, in fact, delivered to BAF.

79. Disguise and distort the true source of the money and otherwise impede and obstruct any law enforcement inquiry.

OVERT ACTS

In furtherance of the conspiracy and in order to accomplish its objects, the following overt acts, among others, were committed by the defendants and others in Afghanistan and elsewhere:

A. AZ CORPORATION and TOP'S CONSTRUCTION

80. In or around May and June 2004, JOHN RAMIN and WEST agreed to fraudulently inflate the number of bunkers and barriers delivered to BAF by AZ, and thereby profit by dividing the resulting overpayments made by DOD.

81. In or around September and October 2004, JOHN RAMIN and WEST agreed to fraudulently inflate the number of bunkers and barriers delivered to BAF by TOP'S, and thereby profit by dividing the resulting overpayments made by DOD.

82. From in or around July 2004 to in or around November 2004, WEST and Person A made the following certifications and AZ received the following payments, all pursuant to bunkers and barriers supply contract #DABM16-04-D-0075:

DD 250 Certification	Description of Goods	Certification From	Amount Paid	Payment Date	Amount Payment
7/3/2004	200 bunkers	WEST	$51,000	7/18/2004	$51,000
7/15/2004	400 6ft barriers 250 bunkers	WEST	$211,750	7/24/2004	$211,750
8/3/2004	450 6ft barriers 100 bunkers	WEST	$192,000	8/12/2004	$192,000
9/1/2004	250 6ft barriers 100 4ft barriers	WEST	$117,000	9/8/2004	$131,360
9/1/2004	14 6ft barriers 36 bunkers	Person A	$14,360		
10/5/2004	1,126 6ft barriers	WEST	$45,040	10/5/2004	$45,040
10/14/2004	12 6ft barriers 12 bunkers	WEST	$9,468	10/23/2004	$72,568
10/14/2004	50 6ft barriers 100 4ft barriers 50 bunkers	WEST	$63,100		
10/30/2004	150 6ft barriers 100 bunkers	WEST	$103,050	10/31/2004	$103,050
11/12/2004	200 6ft barriers	Person A	$85,760	11/13/2004	$85,760

83. On or about October 23, 2004, BOYD awarded DOD bunkers and barriers contract #W913TY-05-D-0002 to AZ, with a minimum order amount of $100,000.

84. From in or around January 2005 to in or around February 2005, WEST made the following certification and AZ received the following payment, pursuant to bunkers and barriers supply contract #W913TY-05-D-0002:

DD-250 Certification	Description of Goods	Certifying Official	Total	Payment Date	Payment
1/27/2005	281 6ft barriers 87 4ft barriers 125 bunkers	WEST	$157160	2/16/2005	$157,160

85. On or about October 21, 2004, BOYD awarded DOD bunkers and barriers contract #W913TY-05-D-0001 to TOP'S, with a minimum order amount of $100,000.

86. From in or around January 2005 to in or around February 2005, WEST made the following certifications and TOP'S received the following payments, all pursuant to bunkers and barriers supply contract #W913TY-05-D-0001:

DD-250 Certification	Description of Goods	Certifying Official	Total	Payment Date	Payment
1/27/05	400 6ft barriers 50 4 ft barriers	WEST	$160,250	2/16/2005	$160,250
2/28/2005	150 6ft barriers 325 4ft barriers 245 bunkers	WEST	$198,825	2/28/2005	$198,825

87. From in or around July 2004 until in or around at least January 2005, JOHN RAMIN and TAHIR RAMIN made cash payments to WEST and Person A as their share of the overpayments made by DOD for bunkers and barriers invoiced by AZ and TOP'S, but not, in fact, delivered to BAF.

B. NORTHERN RECONSTRUCTION ORGANIZATION

88. In or about Summer 2004, ALAM and WEST agreed to fraudulently inflate the number of bunkers and barriers delivered to BAF by NRO, and thereby profit by dividing the resulting overpayments made by DOD.

89. From in or around July 2004 to in or around December 2004, WEST and Person A made the following certifications and NRO received the following payments, all pursuant to bunkers and barriers supply contract #DABM16-04-D-0077:

DD-250 Certification	Description of Goods	Certifying Official	Total	Payment Date	Payment
7/30/2004	187 bunkers	WEST	$47,685	7/3/2004	$47,685
7/7/2004	187 6ft barriers	WEST	$61,710	7/17/2004	$118,695
7/14/2004	124 6ft barriers 63 bunkers	WEST	$56,985		
7/7/2004	200 6ft barriers	WEST	$66,000	7/10/2004	$66,000
8/2/2004	80 bunkers	WEST	$20,400	8/10/2004	$98,610
8/4/2004	187 barriers	WEST	$61,710		
8/4/2004	50 6ft barriers	WEST	$16,500		
8/11/2004	125 6ft barriers	WEST	$46,250	8/14/2004	$46,250
8/24/2004	125 6ft barriers	WEST	$46,250	8/28/2004	$46,250
9/15/2004	12 6ft barriers 30 bunkers	WEST	$11,610	9/18/2004	$11,610
9/28/2004	100 4ft barriers	WEST	$24,500	9/28/2004	$24,500
11/10/2004	16 6ft barriers 164 bunkers	Person A	$72,444	11/13/2004	$72,444
12/22/2004	200 6ft barriers	Person A	$66,000	12/27/2004	$66,000

90. On or about October 23, 2004, BOYD awarded DOD bunkers and barriers contract #W913TY-05-D-0003 to NRO, with a minimum order amount of $100,000.

91. From in or around December 2004 to in or around February 2005, WEST and Person A made the following certifications and NRO received the following payments, all pursuant to bunkers and barriers supply contract #W913TY-05-D-0003:

DD-250 Certification	Description of Goods	Certifying Official	Total	Payment Date	Payment
12/1/2004	87 4ft barriers	Person A	$21,315	12/4/2004	$21,315
1/5/2005	50 4ft barriers	WEST	$16,500	2/11/2005	$16,500
2/2/2005	150 6ft barriers	WEST	$49,500	2/5/2004	$49,500
2/16/2005	225 6ft barriers	Person A	$74,250	2/19/2004	$74,250

92. From in or around July 2004 until at least in or around January 2005, ALAM and Person B made cash payments to WEST and Person A as their share of the overpayments made by DOD for bunkers and barriers invoiced by NRO, but not, in fact, delivered to BAF.

C. NAWEED BAKHSHI COMPANY

93. In or around August and September 2004, QUDOOS and Person A agreed to fraudulently inflate the number of bunkers and barriers delivered to BAF by NBC, and thereby profit by dividing the resulting overpayments made by DOD.

94. From in or around August 2004 to in or around December 2004, WEST and Person A made the following certifications and NBC received the following payments, all pursuant to bunkers and barriers supply contract #DABM16-04-D-0076:

DD-250 Certification	Description of Goods	Certifying Official	Total	Payment Date	Payment
8/3/2004	100 bunkers	Person A	$25,500	8/10/2004	$25,500
8/3/2004	100 6ft barriers	Person A	$33,000	8/14/2004	$33,000
8/24/2004	150 6ft barriers	WEST	$49,500	8/28/2004	$49,500
9/1/2004	250 6ft barriers	Person A	$82,500	9/6/2004	$93,210
9/1/2004	42 bunkers	Person A	$10,710		
9/8/2004	100 6ft barriers	Person A	$33,000	9/18/2004	$33,000

9/22/2004	44 bunkers	Person A	$11,200	9/25/2004	$11,200
9/27/2004	97 bunkers	Person A	$24,735	10/2/2004	$24,735
10/12/2004	55 4ft barriers	Person A	$13,475	10/23/2004	$13,475
10/26/2004	8 6ft barricrs 49 4ft barriers 54 bunkers	Person A	$45,145	10/30/2004	$45,145
11/2/2004	42 6ft barriers 23 4ft barriers 35 bunkers	Person A	$43,840	11/6/204	$43,840
11/4/2004	100 6ft barriers 100 4 ft barriers	WEST	$57,500	11/6/2004	$57,500
11/9/2004	93 4ft barriers	Person A	$22,785	11/13/2004	$22,785
11/30/2004	100 6ft barriers 45 4ft barriers	Person A	$44,475	12/4/2004	$44,475
12/8/2004	200 6ft barriers	Person A	$66,000	12/11/2004	$66,000
12/14/2004	97 bunkers	WEST	$24,735	12/27/2004	$72,735
12/14/2004	67 6ft barriers	WEST	$22,110		
12/18/2004	12 6ft barriers 24 4ft barriers 26 bunkers	Person A	$25,890		

95. On or about October 23, 2004, BOYD awarded DOD bunkers and barriers contract #W913TY-05-D-0004 to NBC, with a minimum order amount of $100,000.

96. From in or around December 2004 to in or around February 2005, WEST and Person A made the following certifications and NBC received the following payments, all pursuant to bunkers and barriers supply contract #W913TY-05-D-0004:

DD-250 Certification	Description of Goods	Certifying Official	Total	Payment Date	Payment
11/30/2004	16 4ft barriers	Person A	$3,920	12/4/2004	$18,620
11/30/2004	60 4 ft barriers	Person A	$14,700		
1/30/2005	207 6ft barriers 6 bunkers	Person A	$69,840	2/5/2005	$69,840

97. From in or around July 2004 until at least in or around January 2005, QUDOOS delivered cash payments to WEST and Person A as their share of the overpayments made by DOD for bunkers and barriers invoiced by NBC, but not, in fact, delivered to BAF.

D. DISPOSITION OF PROCEEDS

98. From in or around at least August 2004 until in or around at least January 2005, on numerous occasions, WEST and Person A divided the money each had received from JOHN RAMIN, TAHIR RAMIN, AZ, TOP'S, ALAM, NRO, QUDOOS, and NBC.

99. From in or around at least August 2004 until in or around at least January 2005, on numerous occasions, WEST and Person A hid cash received from JOHN RAMIN, TAHIR RAMIN, AZ, TOP'S, ALAM, NRO, QUDOOS, and NBC in boxes and mailed those boxes to associates in the United States by U.S. Postal Service.

100. On or about January 7, 2005, WEST asked an associate in the United States "Did all four boxes make it?" WEST noted, "I sent three boxes today."

101. On or about January 11, 2005, WEST emailed an associate shipment tracking

numbers for four boxes.

102. On or about January 11, 2005, Person A mailed a package containing $13,500 in undeclared U.S. currency via commercial interstate carrier DHL from BAF to an associate in the United States.

103. On or about February 14, 2005, WEST's associate confirmed that he had received two more boxes.

104. On or about February 18, 2005, WEST's associate confirmed that he had received a total of 14 boxes.

105. From in or about February 2005 until at least in or about August 2005, when questioned by law enforcement, WEST, ALAM, QUDOOS, and others falsely denied involvement in demanding, seeking, receiving, accepting, giving, offering, or promising money in return for and with the intent to influence official acts by WEST or Person A.

106. In or about February 2005, WEST instructed an associate to remove money from WEST's safe deposit box in order to avoid detection by law enforcement.

(All in violation of Title 18, United States Code, Section 371, and pursuant to the extraterritorial venue provision, Title 18, United States Code, Section 3238.)

COUNT ELEVEN
18 U.S.C. § 201(b)(1)(A), (B) and (C)
(Bribery)

Paragraphs 1 through 7 and paragraphs 70 through 106 of this Indictment are incorporated by reference as if fully stated herein, and the following is further alleged:

107. Beginning at least in or about July 2004 and continuing through at least in or about January 2005, in Afghanistan and elsewhere, defendants

ASSAD JOHN RAMIN,
TAHIR RAMIN,
AZ CORPORATION, and
TOP'S CONSTRUCTION,

directly and indirectly, did corruptly give, offer, and promise a thing of value, that is, among other things, cash, to a public official with intent to influence official acts, to influence such public official 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 induce such public official to do and omit to do acts in violation of lawful duty, by fraudulently inflating the number of bunkers and barriers delivered to BAF and profiting in the resulting overpayments made by DOD.

(All in violation of Title 18, United States Code, Section 201(b)(1)(A), (B) and (C), and pursuant to the extraterritorial venue provision, Title 18, United States Code, Section 3238.)

COUNT TWELVE
18 U.S.C. § 201(b)(1)(A), (B) and (C)
(Bribery)

Paragraphs 1 through 7 and paragraphs 70 through 106 of this Indictment are incorporated by reference as if fully stated herein, and the following is further alleged:

108. Beginning at least in or about September 2004 and continuing through at least in or about January 2005, in Afghanistan and elsewhere, defendants

NORTHERN RECONSTRUCTION ORGANIZATION and
NOOR ALAM,

directly and indirectly, did corruptly give, offer, and promise a thing of value, that is, among other things, cash, to a public official with intent to influence official acts, to influence such public official 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 induce such public official to do and omit to do acts in violation of lawful duty, by fraudulently inflating the number of bunkers and barriers delivered to BAF and profiting in the resulting overpayments made by DOD.

(All in violation of Title 18, United States Code, Section 201(b)(1)(A), (B) and (C), and pursuant to the extraterritorial venue provision, Title 18, United States Code, Section 3238.)

COUNT THIRTEEN
18 U.S.C. § 201(b)(1)(A), (B) and (C)
(Bribery)

Paragraphs 1 through 7 and paragraphs 70 through 106 of this Indictment are incorporated by reference as if fully stated herein, and the following is further alleged:

109. Beginning at least in or about July 2004 and continuing through at least in or about January 2005, in Afghanistan and elsewhere, defendants

NAWEED BAKHSHI COMPANY and
ABDUL QUDOOS BAKHSHI,

directly and indirectly, did corruptly give, offer, and promise a thing of value, that is, among other things, cash, to a public official with intent to influence official acts, to influence such public official 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 induce such public official to do and omit to do acts in violation of lawful duty, by fraudulently inflating the number of bunkers and barriers delivered to BAF and profiting in the resulting overpayments made by DOD.

(All in violation of Title 18, United States Code, Section 201(b)(1)(A), (B) and (C), and pursuant to the extraterritorial venue provision, Title 18, United States Code, Section 3238.)

COUNT FOURTEEN
18 U.S.C. § 1349
(Conspiracy)

Paragraphs 1 through 7 of this Indictment are incorporated by reference as if fully stated herein, and the following is further alleged:

110. Beginning in or about July 2004 and continuing until in or about June 2005, in Afghanistan and elsewhere, defendants

CHRISTOPHER P. WEST,
ASSAD JOHN RAMIN,
TAHIR RAMIN,
NOOR ALAM,
NORTH RECONSTRUCTION ORGANIZATION,
ABDUL QUDOOS BAKHSHI,
NAWEED BAKHSHI COMPANY,
AZ CORPORATION,
TOP'S CONSTRUCTION,

and others known and unknown to the grand jury did knowingly and unlawfully combine, conspire, confederate, and agree to commit mail fraud by devising and intending to devise a scheme and artifice to defraud the United States of the honest services of WEST and Person A by means of materially false and fraudulent pretenses, representations and promises; and for the purpose of executing such scheme and artifice, defendants did place in a post office and authorized depositary for mail matter a thing to be sent and delivered by the Postal Service, and deposited and caused to be deposited a thing to be sent and delivered by commercial interstate carrier.

MANNER AND MEANS OF THE CONSPIRACY

It was a part of the conspiracy that WEST, JOHN RAMIN, TAHIR RAMIN, ALAM, NRO, QUDOOS, NBC, AZ, TOP'S, and others, would, among other things, do the following:

111. Meet to discuss pricing and other aspects of bunkers and barriers delivery at BAF,

including the payment of bribes to WEST and others.

112. Order bunkers and barriers from defendant military contractors NRO, NBC, AZ, and TOP'S, for delivery to BAF.

113. Deliver bunkers and barriers to BAF.

114. Designate falsely and fraudulently on the contractor's invoice a number of bunkers and barriers greater than the number delivered to BAF.

115. Verify falsely and fraudulently on Forms DD-250 that the contractor delivered to BAF the inflated number of bunkers and barriers claimed on its invoice.

116. Receive payment from DOD for the falsely inflated number of bunkers and barriers claimed but not, in fact, delivered to BAF.

117. Remit to WEST and Person A a portion of the money received as payment for the falsely inflated bunkers and barriers claimed but not, in fact, delivered to BAF.

118. Send the money received from AZ, TOP'S, NRO, and NBC hidden in boxes to the United States through the Postal Service and through commercial interstate carrier.

119. Disguise and distort the source of the money and otherwise impede and obstruct any law enforcement inquiry.

(All in violation of Title 18, United States Code, Sections 1341, 1346, and 1349, and pursuant to the extraterritorial venue provision, Title 18, United States Code, Section 3238.)

CRIMINAL FORFEITURE
18 U.S.C. §§ 981(a)(1)(C)
28 U.S.C. § 2461(c)

120. Paragraphs 1 through 119 of this Indictment are incorporated by reference as if fully stated herein, and the following is further alleged:

121. The allegations contained in Counts One through Fourteen of this Indictment are hereby re-alleged and incorporated by reference for the purpose of alleging forfeitures pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c). Upon conviction of the offenses in violation of 18 U.S.C. § 371, set forth in Counts One, Four, Seven, and Ten of this Indictment, and upon conviction of the offenses in violation of 18 U.S.C. § 201, set forth in Counts Two, Three, Five, Six, Eight, Nine, Eleven, Twelve, and Thirteen of this Indictment, and upon conviction of the offense in violation of 18 U.S.C. § 1349, set forth in Count Fourteen of this Indictment, defendants convicted of each respective Count shall forfeit to the United States, pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c), any property, real or personal, which constitutes or is derived from proceeds traceable to the respective offenses.

122. If any of the property described above, as a result of any act or omission of the defendants: (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 shall be entitled to forfeiture of substitute property pursuant to 21 U.S.C. § 853(p), as incorporated by 28 U.S.C. § 2461(c).

(All pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c).)

A TRUE BILL:

DATED: _____

_____
FOREPERSON

CHRISTINE A. VARNEY
Assistant Attorney General
Antitrust Division
United States Department of Justice

MARK W. PLETCHER
EMILY W. ALLEN
Trial Attorneys
Antitrust Division
United States Department of Justice

SCOTT D. HAMMOND
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MARC SIEGEL
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LISA M. PHELAN
Chief, National Criminal Enforcement Section
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