

**ORIGINAL**

FILED IN OPEN COURT  
U.S.D.C. - Atlanta

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JAMES N. HATTEN, Clerk  
By: *AEC* Deputy Clerk

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

UNITED STATES OF AMERICA

*v.*

NEBRASKA MCALPINE

Criminal Information

No. 1:17-CR-209

THE UNITED STATES ATTORNEY CHARGES THAT:

**Count One**

Violation of the Anti-Kickback Act  
(41 U.S.C. § 8702)

1. From in or about February 2014, and continuing through in or about October 2016, in a continuing course of action, in the Northern District of Georgia and elsewhere, the defendant, NEBRASKA MCALPINE, knowingly and willfully solicited, accepted, and attempted to accept a kickback, that is, money, fees, commissions, credits, gifts, gratuities, things of value, and compensation provided, directly and indirectly, to defendant MCALPINE, as a private contractor employee, for the purpose of improperly obtaining and rewarding favorable treatment in connection with a subcontract relating to a prime contract, to wit: defendant MCALPINE knowingly and willfully solicited, accepted, and attempted to accept kickbacks from an individual (hereinafter referred to as Person X) and his companies for the purpose of improperly rewarding favorable treatment in connection with Person X's companies' obtaining and maintaining subcontracts for MCALPINE's employers.

### Background

2. During the above-listed time period, defendant MCALPINE maintained a residence in Smyrna Georgia. From in or about February 2014 through in or about October 2016, defendant MCALPINE worked in the Islamic Republic of Afghanistan (Afghanistan) as the Project Manager for one United States based company (referred to here as Prime Contractor A) and then a second United States based company (Prime Contractor B). In Afghanistan, defendant MCALPINE lived and primarily worked at a secure facility near the Kabul Airport.

3. As Project Manager, defendant MCALPINE managed a variety of reconstruction-related contracts in Afghanistan. Defendant MCALPINE made recommendations to his supervisors regarding when the Prime Contractors should hire certain Afghanistan-based subcontractors. Specifically, defendant MCALPINE helped his supervisors determine if any of these subcontractors should serve as the "sole source" to the Prime Contractors. Awarding "sole source" meant that the subcontractor would not have to competitively bid for a particular subcontract.

4. On or about October 15, 2015, the United States Department of Defense awarded a \$7,982,346 contract to Prime Contractor A to provide training, operation and maintenance for the Afghanistan Ministry of the Interior Ultra-High Frequency ("UHF") radio communications system in Kabul, Afghanistan (Defense contract #1). Prime Contractor A also performed similar services under a prior U.S. Department of Defense contract (Defense contract #2). In or about

November 2015, Prime Contractor B acquired the assets of Prime Contractor A, including the rights and obligations under the Defense contracts.

5. Person X, an Afghanistan citizen, owned or was involved with certain Afghanistan companies (Subcontractors A and B) that acquired subcontracts from Prime Contractor A, with the assistance of defendant MCALPINE, under the Defense contracts.

#### Offense Conduct

6. In exchange for secret cash payments totaling over \$250,000, defendant MCALPINE took efforts to ensure that Person X's companies were awarded and maintained lucrative subcontracts with the Prime Contractors.

7. On or about October 16, 2015, defendant MCALPINE, in his position as Project Manager, wrote a memorandum to Prime Contractor A giving his sole source justification for Subcontractor A to act as a subcontractor on Defense contract #1. This particular subcontract was for up armored and soft skin vehicles. Defendant MCALPINE stated in the memorandum that "I strongly recommend that [Subcontractor A] be provided the Sole Source for the UHF Trunking Contract." Prime Contractor A issued the subcontract shortly thereafter. Between then and the end of Defense contract #1, Prime Contractor A paid Subcontractor A approximately \$969,206.

8. On or about October 16, 2015, defendant MCALPINE, in his position as Project Manager, wrote another memorandum to Prime Contractor A giving his sole source justification for Subcontractor B to act as a subcontractor on Defense contract #1. This subcontract was for warehouse space in the Kabul, Afghanistan

area. Defendant MCALPINE stated in his memorandum that “I strongly recommend that [Subcontractor B] be provided the Ware House and Logistical Contract for the UHF Trunking System.” Prime Contractor A issued the subcontract shortly thereafter. Between then and the end of Defense contract #1, Prime Contractor A paid Subcontractor B approximately \$711,701.

9. In 2015 and 2016, Person X paid cash to defendant MCALPINE for his favorable treatment in connection with the subcontracts. On three or more occasions, Person X made secret cash payments to defendant MCALPINE at the secure facility near the Kabul Airport. Person X and defendant MCALPINE had agreed that Person X would pay MCALPINE approximately 15% of the value of the subcontracts. In total, Person X paid to defendant MCALPINE approximately \$291,250 in cash. Of this amount, in or about July 2016, another Prime Contractor A employee stole approximately \$108,000 of the cash that defendant MCALPINE had received from Person X.

10. Defendant MCALPINE hid these cash payments from his employer and took steps to secretly bring them back to his home within the Northern District of Georgia. Upon receipt of the cash in Afghanistan, defendant MCALPINE stored the money at the secure facility near the Kabul Airport. When defendant MCALPINE traveled by airplane from Afghanistan to the United States on leave, he physically transported the cash on his person. Upon arriving in the United States, he deposited the kickback proceeds into his bank accounts at Navy Federal Credit Union and Bank of America branches near his home. Between on

or about August 4, 2015 and on or about May 27, 2016, defendant MCALPINE deposited approximately \$183,250 into his accounts at these two banks.

All in violation of Title 41, United States Code, Section 8702.

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