

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF OKLAHOMA

FILED

JAN 23 2008

ROBERT D. DENNIS, CLERK
U.S. DISTRICT COURT, WESTERN DISTRICT OF OKLAHOMA
BY *[Signature]*

UNITED STATES OF AMERICA)
)
v.)
)
ELIE SAMIR CHIDIAC &)
RAMAN INTERNATIONAL, INC.)
d/b/a RAMAN CORPORATION,)
)
Defendants.)
)
_____)

FILED UNDER SEAL

INDICTMENT

Case No. CR 08-033

D

Violations: 18 U.S.C. § 371
18 U.S.C. § 981(a)(1)(C)
28 U.S.C. § 2461(c)

THE FEDERAL GRAND JURY CHARGES THAT:

INTRODUCTION

1. RAMAN INTERNATIONAL, INC., d/b/a RAMAN CORPORATION ("RAMAN") is a Texas corporation, principally located at 17423 Wild Rose Trail, Cypress, Texas 77065. RAMAN is a military contractor, doing business with the United States Department of Defense ("DOD") at Camp Victory and elsewhere in Iraq.
2. ELIE SAMIR CHIDIAC ("CHIDIAC"), a United States citizen, was the Iraq manager for RAMAN from at least May 2006 until in or about May 2007.
3. From in or about April 2006 until in or about February 2007, Person A was a Major in the U.S. Army Reserves, deployed as a Contracting Officer to Camp Victory, Iraq. As a Contracting Officer, Person A was responsible for awarding and administering contracts for goods and services on behalf of the United States in support of Operation Iraqi Freedom. During the relevant period, Person A was a public official within the

meaning of 18 U.S.C. § 201(a)(1). Prior to deployment, Person A's last known residence was in the Western District of Oklahoma.

4. Other co-conspirators not made defendants in this Indictment participated in the offenses charged and performed acts and made statements in furtherance thereof.

5. Whenever in this Indictment reference is made to any act, deed or transaction of any corporation, the allegation means that the corporation engaged in the act, deed, or transaction by or through its officers, directors, agents, employees, or other representatives while they were actively engaged in the management, direction, control or transaction of its business or affairs.

COUNT ONE
Conspiracy
18 U.S.C. § 371

6. Paragraphs 1-5 are hereby re-alleged and incorporated by reference as though set forth in full in Count One.

7. From in or about May 2006 until at least March 2007, at Camp Victory, Iraq, the Western District of Oklahoma, and elsewhere, the defendants herein,

ELIE SAMIR CHIDIAC, and
RAMAN INTERNATIONAL, INC.,

did knowingly, willfully, unlawfully, and interdependently combine, conspire, confederate, and agree with conspirators, known and unknown to the grand jury, to commit an offense against the United States, namely bribery, in violation of 18 U.S.C. § 201, by:

a. directly and indirectly, corruptly giving, offering, and promising a thing of value to a public official, with the intent to influence official acts and with the intent to induce a public official to do and omit to do acts in violation of the lawful duty of such official; in particular, RAMAN and CHIDIAC gave, offered, and promised money and a Harley Davidson motorcycle to Person A with the intent to influence Person A to award contracts to RAMAN.

OBJECT OF THE CONSPIRACY

8. The charged conspiracy consisted of a continuing agreement, understanding, and concert of action among RAMAN, CHIDIAC, Person A, and others, the substantial terms of which were to obtain money falsely and fraudulently from the United States through the award of, and subsequent payment for, contracts awarded to RAMAN.

MANNER AND MEANS OF THE CONSPIRACY

9. For the purpose of forming and carrying out the charged conspiracy, RAMAN and CHIDIAC and their co-conspirators did those things that they combined, conspired, confederated, and agreed to do, including, among other things:

a. Person A conveyed sensitive, contract-related information, including the government's pre-award price estimate, to RAMAN and otherwise assisted RAMAN and CHIDIAC in preparing RAMAN's bids for contracts;

b. Person A would and did use her official position as a Contracting

Officer at Camp Victory to award contracts to RAMAN;

c. upon performance of these contracts, CHIDIAC obtained payment on RAMAN's behalf from the United States, and in turn, CHIDIAC remitted a portion of the profit on each contract back to Person A, although Person A did not know prior to receiving the money how much money would be received for each contract;

d. Person A sent the money received from RAMAN and CHIDIAC via United States Postal Service to Person A's mother in the Western District of Oklahoma; and

e. an executive of RAMAN [hereinafter "R-1"] purchased for Person A a 2003 Harley Davidson Fixed Wing Anniversary Edition motorcycle, which he had delivered to Person A's mother's residence in the Western District of Oklahoma.

OVERT ACTS

10. In furtherance of the conspiracy and to effect its illegal objects and purposes, on or about the dates listed below, at Camp Victory, Iraq, the Western District of Oklahoma, and elsewhere, RAMAN and CHIDIAC and their co-conspirators committed and caused to be committed the following overt acts, among others:

a. in or about May 2006, CHIDIAC approached Person A with \$40,000 in cash, a portion of which CHIDIAC gave Person A, stating that the money was Person A's "share" of RAMAN's profits on certain contracts Person A had awarded to RAMAN;

b. between in or about June 2006 and in or about February 2007, as a

Contracting Officer at Camp Victory, Person A awarded numerous contracts to RAMAN;

c. on multiple occasions between in or about June 2006 and in or about February 2007, following payment for a contract, CHIDIAC, on behalf of RAMAN, remitted a portion of the profit on the contract back to Person A;

d. in or about October 2006, R-1 purchased for Person A a Harley Davidson motorcycle, which he had delivered on October 11, 2006 to Person A's mother's residence in the Western District of Oklahoma;

e. on or about October 11, 2006, a second executive of RAMAN emailed Person A to confirm delivery of the Harley Davidson to Person A's mother's residence, writing in this email: "The eagle has landed!!"; and

f. on or about March 22, 2007, Person A sent an email to Person A's mother in the Western District of Oklahoma accounting for approximately \$370,000.00 which Person A had mailed to Person A's mother via the United States Postal Service, a portion of which was the money paid to her by RAMAN and CHIDIAC as her share of the profits on these contracts.

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

COUNT TWO
Conspiracy
18 U.S.C. § 371

11. Paragraphs 1-4 are hereby re-alleged and incorporated by reference as though set forth in full in Count Two.

12. From in or about November 2006 until at least March 2007, at Camp Victory, Iraq, the Western District of Oklahoma, and elsewhere, the defendant herein,

ELIE SAMIR CHIDIAC

did knowingly, willfully, unlawfully, and interdependently combine, conspire, confederate, and agree with conspirators, known and unknown to the grand jury, to commit an offense against the United States, namely bribery in violation of 18 U.S.C. § 201, by:

a. directly and indirectly, corruptly giving, offering, and promising a thing of value to a public official with the intent to influence official acts and with the intent to influence a public official to commit and aid in committing and collude in and allow fraud on the United States; in particular, CHIDIAC knowingly and willfully, directly and indirectly, corruptly gave, offered, and promised money to Person A, a public official, with the intent to influence Person A to cancel contracts that were held by third party contractors; re-award the contracts to RAMAN, designating CHIDIAC as RAMAN's putative agent; and authorize CHIDIAC to receive cash payment on these contracts, despite the fact that neither CHIDIAC nor RAMAN performed any service or delivered any good on these contracts.

OBJECT OF THE CONSPIRACY

13. The charged conspiracy consisted of a continuing agreement, understanding, and concert of action among CHIDIAC, Person A, and others, the

substantial terms of which were to obtain money falsely and fraudulently from the United States.

MANNER AND MEANS OF THE CONSPIRACY

14. For the purpose of forming and carrying out the charged conspiracy, CHIDIAC and his co-conspirators did those things that they combined, conspired, confederated, and agreed to do, including, among other things:

a. Person A canceled contracts that were already awarded to and often had been performed by third party contractors;

b. Person A re-awarded those contracts to RAMAN and fraudulently verified that RAMAN had performed the requisite service or delivered the requisite goods, and thus, that the contract had been satisfactorily completed by RAMAN;

c. CHIDIAC and Person A forged various contracting documents and fraudulently modified the military contracting database in order to create the appearance of propriety with respect to these canceled and re-awarded contracts;

d. Person A authorized CHIDIAC to receive cash payment on those contracts, which CHIDIAC did, despite that neither CHIDIAC nor RAMAN performed any work, provided any service, or delivered any good with respect to these contracts;

e. upon receipt of cash payment from the United States, typically in U.S. one hundred dollar bills, CHIDIAC remitted a portion of the money back to Person

A, often delivering the money to Person A at RAMAN's compound, adjacent to Camp Victory; and

f. Person A sent the money received from CHIDIAC via United States Postal Service to Person A's mother in the Western District of Oklahoma.

OVERT ACTS

15. In furtherance of the conspiracy and to effect its illegal objects and purposes, on or about the dates listed below, at Camp Victory, Iraq, the Western District of Oklahoma, and elsewhere, CHIDIAC and his co-conspirators committed and caused to be committed the following overt acts, among others:

a. in or about February 2007, Person A canceled contract W91GEU-06-P-1822 for communications equipment, re-awarded it to RAMAN, and authorized CHIDIAC to receive payment in cash on contract W91GEU-06-P-1822 in the amount of \$398,918.00;

b. in or about February 2007, Person A forged a government receiving report – Form DD250 – fraudulently verifying the receipt of the goods on contract W91GEU-06-P-1822 from RAMAN, although RAMAN had provided no services and delivered no goods;

c. on or about February 6, 2007, CHIDIAC received cash payment on contract W91GEU-06-P-1822 in U.S. one hundred dollar bills;

d. on or about February 6, 2007, Person A met with CHIDIAC at

RAMAN's compound, adjacent to Camp Victory, where CHIDIAC had the \$398,918.00 in cash stacked on a table, half of which he gave to Person A and half of which CHIDIAC kept;

e. from in or about November 2006 until in or about February 2007, Person A similarly canceled and re-awarded contract W91GEU-06-P-1036, for networking equipment, worth \$109,042.83; and contracts W91GEU-06-P-1630 and W91GEU-06-P-1685, for communications and networking equipment, worth \$180,000.00; and authorized CHIDIAC to receive cash payment on each of these contracts;

f. from in or about November 2006 until in or about February 2007, CHIDIAC received cash payment on contracts W91GEU-06-P-1036, W91GEU-06-P-1630, and W91GEU-06-P-1685, worth cumulatively \$289,042.83, although neither he nor RAMAN performed any services or delivered any goods as required by these contracts; and

g. on or about March 22, 2007, Person A sent an email to Person A's mother in the Western District of Oklahoma accounting for approximately \$370,000.00 which Person A had mailed to Person A's mother via the United States Postal Service, a portion of which was Person A's share of the money CHIDIAC received on these canceled and re-awarded contracts.

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

FORFEITURE

16. The allegations contained in Counts One and Two of this Indictment are hereby realleged 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 set forth in Counts One and Two of this Indictment, RAMAN and CHIDIAC 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 offenses.

17. 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:

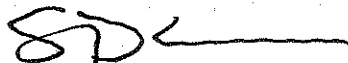
DATED: 1-22-08



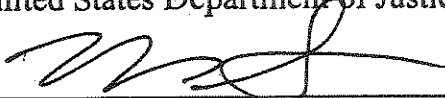
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Dated: January 22, 2008