

Filed at 2:56 P M
DATE 1/8/09
Kamela J. Sweden
DEPUTY CLERK, U.S. DISTRICT COURT
MIDDLE DISTRICT OF GEORGIA

**UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF GEORGIA**

UNITED STATES OF AMERICA,	)	Criminal No.	4-09-cr-1 (COL)
)		
	)	<u>Count I:</u>	18 U.S.C. § 201
v.	)	<u>Count II:</u>	18 U.S.C. § 201
	)	<u>Count III:</u>	18 U.S.C. § 201
	)	<u>Count IV:</u>	18 U.S.C. § 201
CHRISTOPHER H. MURRAY	)	<u>Count V:</u>	18 U.S.C. § 1001
	)		and Criminal Forfeiture
Defendant.)		

PLEA AGREEMENT

Pursuant to Rules 11(c)(1)(A) and (B) of the Federal Rules of Criminal Procedure, the United States of America and the defendant, CHRISTOPHER H. MURRAY, agree as follows:

Plea and Maximum Sentence

1. The defendant is entering into this Plea Agreement and is pleading guilty freely and voluntarily without promise or benefit of any kind, other than contained herein, and without threats, force, intimidation, or coercion of any kind. The defendant knowingly, voluntarily, and truthfully admits the facts contained herein as set forth in Paragraph 7 and in the attached Information, which is incorporated herein by reference.

2. The defendant agrees to plead guilty to a five-count Information charging him with four counts of bribery in violation of 18 U.S.C. § 201 and one count of making a false statement in violation of 18 U.S.C. § 1001. The defendant admits that he is guilty of these crimes and that he is pleading guilty because he is guilty, and defendant understands that he will be adjudicated guilty of these offenses.

3. The defendant understands the nature of the offenses to which he is pleading guilty and the elements thereof, including the penalties provided by law. The maximum

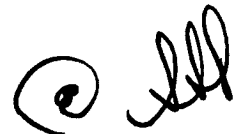
penalties for Counts I-IV are 15 years imprisonment and a fine of \$250,000 or not more than three times the monetary equivalent of the thing of value. The maximum penalties for Count V are 5 years imprisonment and a fine of \$250,000. The defendant also understands that the Court may impose a term of supervised release to follow any incarceration in accordance with 18 U.S.C. § 3583, and that, in this case, the authorized term of supervised release is at least two years but not more than three years. The defendant understands that the Court may order him to pay restitution to the victims and the costs of his incarceration and supervision, and that he will be required to pay a mandatory special assessment of \$100 per count of conviction.

4. If the Court accepts the defendant's pleas of guilty, and the defendant fulfills each of the terms and conditions of this Plea Agreement, the United States agrees that it will not further prosecute the defendant for crimes arising from the facts set forth in Paragraph 7 of this Plea Agreement or in the Information. This paragraph does not apply to any "crimes of violence," as that term is defined by 18 U.S.C. § 16. The defendant also understands that this Plea Agreement affects only criminal charges and shall not be construed, in whole or in any part, as a waiver, settlement, or compromise of any civil or administrative remedies available to any agency or department of the United States or any state or local government.

5. The defendant agrees that if the Court does not accept his pleas of guilty, this Plea Agreement shall be null and void.

Advice of Rights

6. The defendant, having been advised of his constitutional rights, including his right to a trial by jury, his right to confront and cross-examine witnesses against him, his right to testify if he so chooses and to call witnesses on his behalf, his right to be represented by an attorney at every stage of the proceedings against him, his privilege against self-incrimination,

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his right to appeal his conviction if he is found guilty, and his right to appeal the imposition of sentence against him, knowingly and voluntarily waives these rights and privileges and agrees to enter the pleas of guilty as set forth in this Plea Agreement.

Factual Basis for Offenses Charged

7. Had this case gone to trial, the United States would have presented evidence sufficient to prove the following facts:

(a) Co-conspirator Contractors One, Two, Three, and Four [collectively, Co-conspirator Contractors] were businesses operating in Kuwait that contracted with DOD.

(b) For purposes of Counts I-III, the "relevant period" is that period of time from at least in or about September 2005, until at least in or about March 2006. From on or about September 21, 2005 until on or about March 2006, the defendant was a Major with the United States Army deployed as a contracting specialist to the Small Purchases branch of the Contracting Office at Camp Arifjan, Kuwait. As a contracting specialist, defendant was responsible for soliciting bids for military contracts, evaluating the sufficiency of those bids, and recommending the award of contracts to particular contractors. During the relevant period, as a Major in the United States Army, defendant was a public official within the meaning of 18 U.S.C. § 201(a)(1).

(c) As to Count I, during the relevant period, defendant, as a public official, directly and indirectly, corruptly sought, received, accepted, and agreed 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 violations of his official duty; to wit, in return for recommending and facilitating the award of furniture contracts to Co-conspirator Contractor One, defendant sought, received, accepted, and agreed to receive



and accept approximately \$120,000 from Co-conspirator Contractor One.

(d) During the relevant period, defendant recommended and facilitated the award of over \$3,600,000 in furniture contracts to Co-conspirator Contractor One.

(e) As to Count II, during the relevant period, defendant, as a public official, directly and indirectly, corruptly sought, received, accepted, and agreed 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 violations of his official duty; to wit, in return for recommending and facilitating the award of fencing contracts to Co-conspirator Contractor Two, defendant sought, received, accepted, and agreed to receive and accept approximately \$95,000 from Co-conspirator Contractor Two.

(f) During the relevant period, defendant recommended and facilitated the award of over \$570,000 in fencing contracts to Co-conspirator Contractor Two, including contract W912D1-05-A-0036-00031B for fencing at Camp Buehring and contract W912D1-05-A-0036-0008 for fencing at the Kuwait Naval Base.

(g) As to Count III, during the relevant period, defendant, as a public official, directly and indirectly, corruptly sought, received, accepted, and agreed 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 violations of his official duty; to wit, in return for recommending and facilitating the award of contracts for sundry items to Co-conspirator Contractor Three, defendant sought, received, accepted, and agreed to receive and accept approximately \$10,000 from Co-conspirator Contractor Three.



(h) For the purposes of Count IV, the "relevant period" is that period of time from at least in or about September 2006, until in or about November 2006. During the relevant period, defendant was a contracting officer deployed to Camp Arifjan, Kuwait. As a contracting officer, defendant was responsible for awarding and administering contracts for goods and services in support of Operation Iraqi Freedom. During the relevant period, as a Major in the United States Army, defendant was a public official within the meaning of 18 U.S.C. § 201(a)(1).

(i) As to Count IV, during the relevant period, defendant, as a public official, directly and indirectly, corruptly sought, received, accepted, and agreed 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 violations of his official duty; to wit, in return for awarding construction contract W912D1-06-P-0879 to Co-conspirator Contractor Four, defendant sought, received, accepted, and agreed to receive and accept approximately \$20,000 from Co-conspirator Contractor Four.

(j) During the relevant periods, defendant, as a public official, accepted more than one bribe in return for recommending, facilitating the award of, and/or awarding various military contracts collectively worth over \$4.2 million.

(k) During the relevant periods, defendant, cumulatively sought, received and accepted approximately \$245,000 cash from the Co-Conspirator Contractors in return for being influenced in recommending, facilitating the award of, and/or awarding various military contracts to the Co-Conspirator Contractors.

(l) For purposes of Count V, on or about November 15, 2007, defendant was interviewed by federal investigators in conjunction with a search of his residence in



Cataula, Georgia. During that interview, defendant made false and misleading statements to investigators, which he knew to be false at that time. Specifically, defendant stated that he received a total of only \$30,000 in bribes, when, in fact, defendant had received at least \$245,000 from the Co-Conspirator Contractors.

Sentencing Guidelines and Sentencing Factors

8. The parties agree that the defendant's sentencing is governed by the November 2007 United States Sentencing Guidelines, and that the controlling Guideline applicable to the offenses to which the defendant is pleading guilty is U.S.S.G. § 2C1.1. The parties agree that Counts I-V group pursuant to U.S.S.G. § 3D1.2. The parties agree to recommend the following Guideline calculations:

2C1.1(a)(1) Base Offense Level	14
2C1.1(b)(1) Offense Involved More than One Bribe	2
2C1.1(b)(2) & 2B1.1(b)(1)(G) Value of Payment More than	
\$200,000 and less than \$400,000	12
TOTAL	28

9. In the event the United States learns of information between the date of this Plea Agreement and the date of sentencing that, together with the information currently in the possession of the United States, persuades the United States that such an adjustment would be appropriate, the United States reserves the right to argue for the application of a 2-level adjustment under U.S.S.G. § 3C1.1, Obstructing and Impeding the Administration of Justice. The defendant reserves his right to oppose any such adjustment.

10. The defendant understands that his Criminal History Category will be determined by the Court after the completion of a presentence report by the U.S. Probation Office. Should the

the defendant comply fully with his obligations under this Plea Agreement, the United States will, based on information available as of the date of this Plea Agreement and subject to satisfactory debriefings at which the defendant is entirely truthful and fully accepts responsibility for his criminal conduct and continues to accept responsibility for his criminal conduct up to and including the sentencing date, recommend a downward adjustment of two (2) levels for acceptance of responsibility under U.S.S.G. § 3E1.1, or three (3) levels for acceptance of responsibility in the event it is determined that his total offense level is 16 or higher. The United States, however, will not be required to make these recommendations if any of the following occurs: (1) the defendant fails or refuses to make a full, accurate and complete disclosure to this office or the probation office of the circumstances surrounding the relevant offense conduct and his present financial condition; (2) the defendant is found to have misrepresented facts to the United States prior to entering this Plea Agreement; (3) the defendant commits any misconduct after entering into this Plea Agreement, including but not limited to, committing a state or federal offense, violating any term of release, or making false statements or misrepresentations to any governmental entity or official; or (4) the defendant fails to comply with any terms of this Plea Agreement. The parties agree that there exists no aggravating or mitigating circumstance of a kind, or to a degree, not adequately taken into consideration by the U.S. Sentencing Commission in formulating the Sentencing Guidelines justifying a departure pursuant to U.S.S.G. § 5K2.0.

11. The defendant understands and agrees that federal sentencing law requires the Court to impose a sentence which is reasonable and that the Court must consider the Sentencing Guidelines in effect at the time of the sentencing in determining a reasonable sentence. The defendant also understands that sentencing is within the discretion of the Court and that the Court is not bound by this Plea Agreement. The defendant understands that the facts that determine the

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offense level will be found by the Court at sentencing and that in making those determinations the Court may consider any reliable evidence, including hearsay, as well as provisions or stipulations in this Plea Agreement. Both parties agree to recommend that the Sentencing Guidelines should apply and that they, along with the other factors set forth under 18 U.S.C. § 3553, provide a fair and just resolution based upon the facts of this case. Defendant also states that he has had ample opportunity to discuss, and has, in fact, discussed, the sentencing guidelines and the statutory maximum sentence with his attorney and that he is satisfied with his attorney's advice in this case.

12. The defendant acknowledges that the Court has not yet determined a sentence and that any estimate of a probable sentencing range under the Guidelines that the defendant may have received, or may receive in the future, from his counsel, the United States, or the Probation Office is a prediction, not a promise, and it is not binding on the Probation Office or the Court. The United States makes no promise or representation concerning the sentence that the defendant will receive. The parties understand that the final determination concerning sentencing rests within the sole discretion of the Court. If the Court imposes a sentence with which the defendant is not satisfied, he will not be permitted to withdraw any guilty plea for that reason nor will he be permitted to withdraw his plea should the Court decline to follow any recommendations by, or stipulations of, the parties.

Agreement to Cooperate

13. The defendant agrees to provide entirely truthful, complete and accurate information, and he agrees to cooperate fully with the United States. This cooperation shall include, but is not limited to, the following:



(a) The defendant agrees to be fully debriefed and to attend all meetings, at his own expense, at which his presence is requested, concerning his participation in, and knowledge of, all criminal activities;

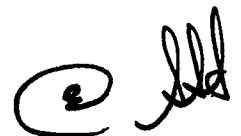
(b) The defendant agrees to withdraw any assertions of privilege and to provide to the United States all documents and other items or material that may be relevant to the investigation and that are in the defendant's possession, custody or control;

(c) The defendant agrees to waive any privilege that he may have in connection with interviews of, and testimony by, attorney witnesses with information of, or related to, criminal conduct in which he participated or of which he has knowledge. Such waiver does not extend to counsel who now represents the defendant, in connection with the defense of this criminal matter;

(d) The defendant shall not reveal his cooperation, or any information derived therefrom, to any person other than his attorney of record in this criminal case without the prior consent of the United States; and

(e) The defendant agrees to testify truthfully at any proceeding in the District of Columbia or elsewhere as requested by the United States.

14. If the United States determines that defendant has provided substantial assistance in any investigation or prosecution, and has otherwise fully complied with all of the terms of this Plea Agreement, it will file a motion, pursuant to U.S.S.G. § 5K1.1, advising the sentencing judge of all the relevant facts pertaining to that determination and requesting the Court to sentence defendant in light of the factors set forth in U.S.S.G. § 5K1.1(a)(1)-(5). Defendant acknowledges that the decision whether he has provided substantial assistance in any investigation or prosecution, and has otherwise fully complied with all of the terms of this Plea Agreement is



within the sole discretion of the United States, and further agrees that he will not contest the departure level recommended by the United States, if the United States makes a motion pursuant to U.S.S.G. § 5K1.1. It is understood that should the United States determine that defendant has not provided substantial assistance in any investigations or prosecutions, or should the United States determine that defendant has violated any provision of this Plea Agreement, such a determination will release the United States from any obligation to file a motion pursuant to U.S.S.G. § 5K1.1, but will not entitle defendant to withdraw his guilty plea. Defendant further understands that whether or not the United States files a motion pursuant to U.S.S.G. § 5K1.1, the sentence to be imposed on him remains within the sole discretion of the sentencing judge.

**No Protection for False Statements or Future Criminal Conduct —
Breach of Plea Agreement**

15. The defendant shall at all times give complete, truthful and accurate information and testimony, and he agrees not to commit, or attempt to commit, any further crimes. The defendant understands that this Plea Agreement does not protect him from prosecution for perjury, should he testify untruthfully at any proceeding, or for making false statements in connection with interviews conducted pursuant to this Plea Agreement or any other statements or testimony on or after the date of this Plea Agreement. If it is determined that he has failed to provide such complete, truthful and accurate information, the Plea Agreement is voidable at the election of the United States and the United States is no longer bound by the loss or restitution stipulations. Nor does this Plea Agreement protect him from prosecution for other crimes or offenses as to which he does not make full admission and give truthful and complete information. Further, should the defendant fail to comply with the terms and conditions set forth in this Plea Agreement, the United States may fully prosecute the defendant on all criminal charges that can

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be brought against the defendant. With respect to such a prosecution:

(a) The defendant shall assert no claim under the Constitution, any statute, Rule 410 of the Federal Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal Procedure, or any other federal rule, that the defendant's statements pursuant to this Plea Agreement or any leads derived therefrom should be suppressed or are inadmissible;

(b) The defendant waives any right to claim that evidence presented in such prosecution is tainted by virtue of the statements the defendant has made; and

(c) The defendant waives any and all defenses based on the statute of limitations with respect to any such prosecution that is not time-barred on the date that this Plea Agreement is signed by the parties.

16. In the event of a dispute as to whether the defendant has knowingly committed a breach of this Plea Agreement, and if the United States chooses to exercise its rights under the preceding paragraph, and if the defendant so requests, the matter shall be submitted to the Court and shall be determined by the Court in an appropriate proceeding at which the defendant's disclosures and documents shall be admissible and at which time the United States shall have the burden to establish the defendant's breach by a preponderance of the evidence.

Venue

17. The defendant agrees, for purposes of entering his pleas of guilty, sentencing and all other appropriate proceedings relevant to the filing of this Plea Agreement, to consent to the jurisdiction of the United States District Court for the Middle District of Georgia. The defendant expressly waives his right to object to venue in the Middle District of Georgia.



Waiver of Right to Appeal

18. The defendant, knowing and understanding the facts set forth herein and in the Information, including the maximum possible penalty that could be imposed, and knowing and understanding his right to appeal his conviction and the sentence imposed as provided in 18 U.S.C. § 3742, hereby expressly waives the right to appeal his conviction or any sentence within the maximum provided in the statute of conviction (or the manner in which that sentence was determined) on the grounds set forth in 18 U.S.C. § 3742 or on any ground whatever, in exchange for the concessions made by the United States in this Plea Agreement. The defendant also knowingly and voluntarily waives his right to challenge his conviction, the sentence imposed, or the manner in which the sentence was determined in any collateral attack, including but not limited to a motion brought under 28 U.S.C. § 2255. This Plea Agreement does not affect the rights or obligations of the United States as set forth in 18 U.S.C. § 3742(b).

Right of Allocution

19. The United States reserves the right to allocute as to the nature and seriousness of the offense and to make a recommendation as to sentencing. The attorneys for the United States will inform the Court and the Probation Office of: (1) this Plea Agreement; (2) the nature and extent of the defendant's activities with respect to this case; and (3) all other information in its possession relevant to sentencing.

Duplicity Waiver

20. The defendant agrees to waive any objection or defense he might have based on the United States joining in a single count, as set forth in Counts I, II, III, and IV of the Information, multiple, distinct and separate offenses of bribery. The defendant understands that this waiver is

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knowingly and voluntarily made after fully conferring with, and on the advice of, his counsel.

Non-binding on Non-parties

21. The defendant understands that this Plea Agreement binds and limits in any manner only the United States, defined as the United States Department of Justice, Antitrust Division, National Criminal Enforcement Section, and Criminal Division, Public Integrity Section. This Plea Agreement does not bind any United States Attorney's Office, nor does it bind any state or local prosecutor. It also does not bar or compromise any civil or administrative claim pending or that may be made against the defendant. If requested, however, National Criminal Enforcement Section and the Public Integrity Section will bring this Plea Agreement to the attention of any other prosecuting jurisdiction and ask that jurisdiction to abide by the provisions of this Plea Agreement. The defendant understands that other prosecuting jurisdictions retain discretion over whether to abide by the provisions of this Plea Agreement.

Restitution

22. Pursuant to 18 U.S.C. § 3663A, the defendant understands and agrees that restitution to victims of this offense is mandatory. The parties agree that the victim of this offense is the Department of Defense. The loss to the victim is estimated to be approximately \$245,000, representing the presently known bribe payments received by the defendant for contracts awarded as the result of the charged bribery offenses. The defendant agrees that his restitution obligation shall be joint and several with any other defendants ultimately convicted in this matter, if any, but that the Court may apportion liability among defendants, pursuant to the procedures set forth in 18 U.S.C. § 3664(h), to reflect the level of contribution to the victims' losses and the economic circumstances of each defendant. The parties agree that the defendant is entitled to a credit against the restitution owed for any payments made to the United States prior to sentencing, including the



\$10,000 that defendant wire transferred to the United States in December 2007. The parties also understand that the defendant is entitled to argue for offsets based on the amounts paid or agreed to be paid to the victim by potentially responsible parties. The defendant agrees not to transfer or otherwise encumber his assets except with notice to, and consent of, the undersigned representatives of the United States until such time as this Plea Agreement is filed with the Court, at which point the defendant must seek leave of the Court to transfer or otherwise encumber his assets. The parties agree that the defendant will not be required to obtain the consent of the United States for property transfers necessary to pay ordinary living expenses and ordinary business expenses and attorneys' fees. The defendant agrees as part of this Plea Agreement that he will provide to the United States detailed financial information about all income and expenses, as requested.

Forfeiture

23. The defendant agrees to identify the proceeds from, or traceable to, the bribery charged in Counts One through Four, including any assets derived from, or traceable to, the proceeds of unlawful activity in which the defendant has or had any financial interest. The defendant agrees to take all steps as requested by the United States to locate or repatriate property subject to forfeiture, and further agrees not to contest the forfeiture of his interests in such property. The parties agree that the defendant is entitled to a credit against any order of forfeiture for any payments made to the United States prior to sentencing, including the \$10,000 that defendant wire transferred to the United States in December 2007.

24. The defendant agrees to hold the United States, its agents and employees harmless from any claims whatsoever in connection with the seizure or forfeiture of property covered by this agreement. The defendant also agrees not to assist others in making claims against seized

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property.

25. The defendant further agrees to waive all interest in any such asset in any administrative or judicial forfeiture proceeding, whether criminal or civil, state or federal. The Defendant agrees to consent to the entry of orders of forfeiture for such property, announcement of the forfeiture at sentencing, and incorporation of the forfeiture in the judgment. The defendant acknowledges that he understands that the forfeiture of assets is part of the sentence that may be imposed in this case and waives any failure by the court to advise him of this, pursuant to Rule 11(b)(1)(J), at the time his guilty pleas are accepted.

26. The defendant agrees to take all steps as requested by the United States to pass clear title to forfeitable assets to the United States, and to testify truthfully in any judicial forfeiture proceeding. The defendant acknowledges that all property covered by this agreement is subject to forfeiture as proceeds of illegal conduct or property involved in illegal conduct giving rise to forfeiture, and the defendant agrees to the entry of a judgment against him for one Rolex Oyster Perpetual Submariner watch, and an amount of money not less than \$245,000, representing the proceeds of the bribery charged in Counts One through Four of the Information, less any credits or offsets described in paragraph 23 above.

No Additional Agreements

27. No promises, agreements, or conditions have been entered into other than those expressly set forth in this Plea Agreement, and none shall be entered into or are binding upon the defendant and the United States unless expressly set forth in writing, signed by all parties and physically attached to this Plea Agreement. This Plea Agreement supersedes any prior promises, agreements or conditions between the United States and the defendant.

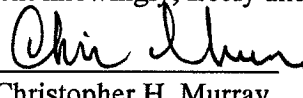
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Acknowledgments

The Defendant

I, Christopher H. Murray, hereby expressly acknowledge the following: (1) that I have read this entire Plea Agreement; (2) that I have had an opportunity to discuss this Plea Agreement fully and freely with my attorney; (3) that I fully and completely understand each and every one of its terms; (4) that I am fully satisfied with the advice and representation provided to me by my attorney; and (5) that I have signed this Plea Agreement knowingly, freely and voluntarily.

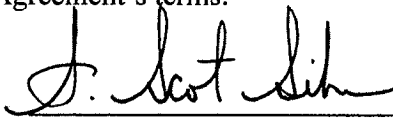
11-3-08
Date


Christopher H. Murray

Counsel for the Defendant

I, Scot Sikes., attorney for Christopher H. Murray, hereby expressly acknowledge the following: (1) that I have discussed this Plea Agreement with my client; (2) that I have fully explained each one of its terms to my client; (3) that I have fully answered each and every question put to me by my client regarding the Plea Agreement; and (4) in my opinion, my client completely understands the letter and spirit of all of the Plea Agreement's terms.

11-3-08
Date

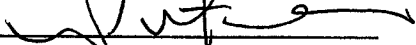

Scot Sikes, Esq.




ON BEHALF OF THE UNITED STATES,

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National Criminal Enforcement Section
Antitrust Division

WILLIAM M. WELCH II, Chief
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