

FILED IN THE
U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

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UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WASHINGTON

UNITED STATES OF AMERICA,

Plaintiff,

v.

CHRISTOPHER HAMILTON
CLEMENS, CALANDRA CHARGING
EAGLE, and HAMILTON'S WEST LLC,

Defendants.

2:20-CR-142-TOR

INDICTMENT

Vio: 18 U.S.C. § 371

Conspiracy to Defraud the
United States
(Count 1)

18 U.S.C. § 201(b)(1)
Paying a Bribe to a Public
Official
(Count 2)

18 U.S.C. § 201(b)(2)
Public Official Accepting a
Bribe
(Count 3)

18 U.S.C. § 641
Theft of Government Property
(Count 4)

Forfeiture Allegations
18 U.S.C. § 981(a)(1)(C),
28 U.S.C. § 2461(c)

1 The Grand Jury charges:

2 GENERAL ALLEGATIONS

3 At times relevant to this Indictment:

4 1. Defendant CHRISTOPHER HAMILTON CLEMENS ("Defendant
5 CLEMENS") was Chief Operating Officer of Company A, a government contracting
6 company that held itself out as an Economically Disadvantaged Women-Owned Small
7 Business and Native American-Owned Small Business that performed and competed
8 for federal government and public works projects. Company A's Chief Financial
9 Officer was Individual A. Company A had a place of business in Clarkston,
10 Washington, in the Eastern District of Washington, and is registered with the
11 Washington State Secretary of State.

12 2. On or about August 24, 2018, Defendant CLEMENS created and caused
13 to be registered Defendant HAMILTON'S WEST LLC with the Washington
14 Secretary of State. Defendant HAMILTON'S WEST LLC is a government
15 contracting company with its principal office in Clarkston, Washington, in the Eastern
16 District of Washington, holding itself out as a small business with Historically
17 Underutilized Business Zone (HUBZone) status seeking to obtain federal government
18 contacts with, among others, the Department of the Interior, Bureau of Indian Affairs
19 ("BIA"). Defendant CLEMENS is the Chief Executive Officer, and sole registered
20 governor, of Defendant HAMILTON'S WEST LLC. Defendant CLEMENS' cellular
21 telephone number is the number held out as a business number for Defendant
22 HAMILTON and is the same number by and through which all text messages
23 referenced in this Indictment were sent or received.

24 3. Between September 2017 and July 2019, Defendant CALANDRA
25 CHARGING EAGLE ("Defendant CHARGING EAGLE") was employed by the
26 United States as an architect and project manager with BIA. Defendant CHARGING
27 EAGLE's job responsibilities included serving as a Contracting Officer's

1 Representative (“COR”) providing technical support with regard to BIA federal
2 government contracts. While Defendant CHARGING EAGLE was not a warranted
3 contracting officer, her role as a COR gave her access to confidential government
4 information concerning federal government contracts and procurements to which she
5 was assigned, as well as a role in reviewing proposals and approving contracts and
6 invoices for government contractors and prospective government contractors.

7 Defendant CHARGING EAGLE’s duty station was located in Albuquerque, New
8 Mexico.

9 4. In September 2017, Company A was awarded a BIA federal government
10 contract to provide heating, ventilation, and air conditioning (“HVAC”) services at the
11 Pine Hill School (“PHS”) located within the reservation of the Navajo Nation in New
12 Mexico. Defendant CHARGING EAGLE was designated as the COR for the PHS
13 HVAC contract.

14 5. In early 2018, BIA prepared to issue an additional contract for lightning
15 protection services at the PHS (“the PHS Lightning Protection Contract”). As a
16 member of the BIA’s procurement team for the PHS Lightning Protection Contract,
17 Defendant CHARGING EAGLE had access to confidential government information
18 and property, including BIA’s independent government cost estimate (“IGCE”). An
19 IGCE is the government’s internal and confidential estimate for the expected cost for
20 a given contract, which the government uses to develop an acquisition strategy and an
21 estimated cost, and to review any proposals submitted by prospective contractors to
22 ensure that the government will receive adequate services and products at a fair cost.
23 Because it is the government’s internal projection regarding its anticipated cost,
24 providing an IGCE to one prospective contractor without providing it to all
25 prospective contractors provides the prospective contractor with access to an IGCE
26 with an unfair competitive advantage vis-à-vis other competitors as well as the
27 government.

1 6. On or about June 8, 2018, the Sandia Resort and Casino, located in
2 Albuquerque, New Mexico, sent Defendant CHARGING EAGLE a \$10,701 invoice.
3 Defendant CHARGING EAGLE incurred this debt to Sandia Resort and Casino
4 through a holiday event that Sandia Resort and Casino had hosted for Defendant
5 CHARGING EAGLE in December 2017. The debt was a personal obligation owed
6 by Defendant CHARGING EAGLE to the Sandia Resort and Casino.

7 7. On or about June 14, 2018, Defendant CHARGING EAGLE texted
8 Defendant CLEMENS, the Chief Operating Officer of Company A, with the amount
9 of the Sandia Resort and Casino invoice, \$10,701, and the name and telephone
10 number of an employee of the Sandia Resort and Casino who was attempting to
11 collect the debt from Defendant CHARGING EAGLE. Defendant CLEMENS texted
12 back within seconds, "On it. I'll text her in about 45. Will that be too late?" and
13 added "That should buy you some breathing room." Defendant CHARGING EAGLE
14 responded to Defendant CLEMENS later that same day stating "Thank you, and the
15 Halloween ?? & Christmas ?? Party are back on ???"¹ At that time, Defendant
16 CLEMENS, through Company A, was still performing the PHS HVAC Contract on
17 which Defendant CHARGING EAGLE was the COR.

18 8. On or about July 11, 2018, Defendant CHARGING EAGLE texted
19 Defendant CLEMENS: "I just gave the Navajo Nation 30.8 mil for projects, you need
20 to jump on those." Defendant CLEMENS texted back seconds later, "Who's
21 administering them? BIA or Navajo?" Defendant CHARGING EAGLE replied, "I
22 will be doing oversight but Navajo will administer," to which Clemens responded
23 "We need to get [the employee of Sandia Resort and Casino] square." After
24 additional text messages between the two over the next approximately twenty minutes,
25 including Defendant CHARGING EAGLE's description of the dollar value of a
26

27 ¹ All text messages in this Indictment are quoted as they appear in the original
28 text message.

1 specific BIA project, Defendant CLEMENS texted Defendant CHARGING EAGLE,
2 "Ok. We can help each other out." Defendant CHARGING EAGLE responded
3 within seconds, "Exactly."

4 9. Still on or about July 11, 2018, approximately seven minutes later and
5 after additional texting referencing additional BIA projects in "Riverside, Northern
6 Cheyenne & Haskell," as well as texting about plans to potentially meet in person,
7 Defendant CHARGING EAGLE texted Defendant CLEMENS, "So many projects
8 aside from mine that you can go after," to which Defendant CLEMENS responded,
9 "Yeah perfect. Well let's make it happen. I have some ideas." Defendant
10 CHARGING EAGLE texted back, "Right on. . . I think so. . . it's time," and added "I
11 need to break out of this shell." Defendant CLEMENS responded in seconds, "Yeah
12 for sure. And make some money."

13 10. Still on or about July 11, 2018, approximately four minutes later, after
14 additional text messages between the Defendants, Defendant CHARGING EAGLE
15 texted Defendant CLEMENS "You guys should be done w Pine the F Hill by then . . .
16 [the BIA Contracting Officer] will get you the contract tomorrow. I seen it's done."
17 Defendant CLEMENS texted back seconds later, "Ok. I hope so. We need to squeeze
18 at least \$10k of her. I have bills to pay." Defendant CHARGING EAGLE then
19 proceeded to text Defendant CLEMENS details regarding the status of the PHS
20 Lightning Protection Contract.

21 11. On or about August 1, 2018, after Defendant CHARGING EAGLE
22 texted Defendant CLEMENS informing him of the continuing efforts of the employee
23 for Sandia Resort and Casino attempting to collect the personal debt owed by
24 Defendant CHARGING EAGLE, Defendant CLEMENS texted back stating, "I will
25 talk to [Individual A] tomorrow AM and see about getting [the employee of Sandia
26 Resort and Casino] payment ASAP."

12. On or about August 7, 2018, Defendant CHARGING EAGLE provided the Sandia Resort and Casino invoice for \$10,701 to Defendant CLEMENS and Individual A. Defendant CHARGING EAGLE requested that Defendant CLEMENS and Individual A cause Company A to pay the \$10,701 invoice as a “donation,” thereby satisfying her debt to the Sandia Resort and Casino. Defendant CHARGING EAGLE indicated that if Defendant CLEMENS and Individual A did so, she would cause the PHS Lightning Protection Contract to be awarded to Company A.

13. On or about the following day, August 8, 2018, Company A did send a \$5,000 check using the United States Postal Service, processed, sorted, and distributed from and through the Eastern District of Washington to the Sandia Resort and Casino, authorized by Defendant CLEMENS and signed by Individual A. Company A’s internal ledger purchase order initially designated the payment as to “BIA,” but then subsequently crossed out “BIA” and in its place wrote “Sandia Resort & Casino.” The ledger further indicated that the payment was for “Promotions/Pre-bidding Estimates.” On or about that same day, Company A submitted its initial bid to BIA for the PHS Lightning Protection Contract.

14. On or about the next day, August 9, 2018, Defendant CHARGING EAGLE sent a text to Defendant CLEMENS stating that the employee of the Sandia Resort and Casino tasked with collecting Defendant CHARGING EAGLE’s personal debt “is freaking out, I sent [Individual A] a text to take a snap shot of the check”.

15. On or about August 17, 2018, Defendant CHARGING EAGLE emailed the internal and confidential IGCE for the PHS Lightning Protection Contract from her official BIA email account to her personal email account.

16. On or about August 19, 2018, Defendant CHARGING EAGLE texted Defendant CLEMENS stating:

This is my estimate. Do not go over \$590,703.92. Eliminate the [Navajo Nation] Tax, we will have to Mod Later. Tomorrow, I’ve got a mtg w [the Navajo Nation]. Tuesday and Wednesday, I will not be in

1 the office. [The BIA Contracting Officer] has the funding & will
2 provide you the [Statement of Work] to submit an estimate, reduce your
estimate now and we will mod in the unforeseen.

3 The next day, August 20, 2018, Defendant CLEMENS responded to Defendant
4 CHARGING EAGLE's text by texting back "OK. When is [the BIA Contracting
5 Officer] going to get this over?"

6 17. Several days later, on or about August 22, 2018, Defendant CHARGING
7 EAGLE emailed the IGCE for the PHS Lightning Protection Contract from her
8 personal email account to Defendant CLEMENS and two other officials of
9 Company A. That same day, in a later email, Defendant CHARGING EAGLE
10 cautioned Defendant CLEMENS and the other Company A officials not to tell other
11 BIA officials that Defendant CHARGING EAGLE had provided Company A with the
12 IGCE, stating: "just do not let [the BIA Contracting Officer] know I provided you all
13 with the SOW [statement of work] and the Estimate."

14 18. On or about August 29, 2018, approximately one week later, Defendant
15 CHARGING EAGLE emailed information regarding another potential BIA contract
16 to Defendant CLEMENS from her personal email account. The following day,
17 Defendant CLEMENS forwarded Defendant CHARGING EAGLE's email to another
18 individual, stating: "does this look like something you're interested in? I have the
19 inside track . . ." Defendant CLEMENS was at that time in the process of starting his
20 own company and had, days before, registered Defendant HAMILTON'S WEST,
21 LLC with the Washington State Secretary of State.

22 19. On or about September 8, 2018, Defendant CHARGING EAGLE
23 provided Defendant CLEMENS further instruction regarding bidding for the PHS
24 Lightning Protection Contract in a text stating: "Fudge your #'s to not exceed my
25 estimate. I didn't add Tax". Less than half an hour later Defendant CHARGING
26 EAGLE texted Defendant CLEMENS again and stated, regarding the employee of the
27 Sandia Resort and Casino that was still attempting to collect the unpaid amount of
28

1 Defendant CHARGING EAGLE's personal debt, "not to add stress but [the employee
2 of Sandia Resort and Casino] text me early this week regarding the remaining
3 payment – I responded not until the 20th." Defendant CLEMENS responded, "Ok.
4 I'll put a bug in [Individual A's] ear."

5 20. That same day, on or about September 8, 2018, after she learned that
6 Defendant CLEMENS had left Company A, Defendant CHARGING EAGLE texted
7 Defendant CLEMENS, "I can put the lightning project out in the streets, if you want".
8 Defendant CLEMENS texted back, "[t]hat would be best for me," and then added,
9 "[t]hen I can pay the rest of the bill."

10 21. On or about September 14, 2018, Defendant CLEMENS, and Defendant
11 CHARGING EAGLE communicated regarding how to improperly steer BIA
12 contracts, including small business set asides, to Defendant CLEMENS' new
13 business, Defendant HAMILTON'S WEST LLC. Specifically, they texted to each
14 other in pertinent part:

15 Defendant CLEMENS: Need work and have a 5k donation to fill still

16 Defendant CHARGING EAGLE: Lil

17 Defendant CHARGING EAGLE: Lol

18 * * *

19 Defendant CLEMENS: I need some work. Bad. LOL

20 Defendant CLEMENS: I'm going to talk to our local tribe to see if they want
21 to go into business with me.

22 Defendant CHARGING EAGLE: Okay what about the Pine Hill?

23 Defendant CLEMENS: Lightening?

24 Defendant CHARGING EAGLE: Yes

25 Defendant CHARGING EAGLE: I need your info

26 Defendant CLEMENS: Hamilton's West LLC

27 Defendant CLEMENS: DUNS 081360129

1 Defendant CLEMENS: I will talk to [Company A] about the lightening.

2 Maybe a JV [joint venture]

3 Defendant CHARGING EAGLE: I can let [the BIA contracting officer]
4 know about your new business and say you are the lead and familiars
5 with Pine Hill.

6 Defendant CLEMENS: OK I can see if [Company A] wants to do a JV [joint
7 venture]

8 Defendant CHARGING EAGLE: You want to go that route? If not, I can
9 delay all this work and wait until after FY funding

10 Defendant CLEMENS: Not really

11 Defendant CLEMENS: But not sure there are more options of its ISBEE
12 [Indian Small Business Economic Enterprise]

13 * * *

14 Defendant CHARGING EAGLE: Shyt just use my CIB Just kidding

15 Defendant CLEMENS: cib?

16 Defendant CHARGING EAGLE: Certificate of Indian Blood

17 Defendant CLEMENS: Oh yeah, well I'm all over that But need you to quit
18 the BIA first.

19 Defendant CHARGING EAGLE: Use my moms

20 Defendant CLEMENS: Does she want to own 51% of the new company!?

21 Defendant CHARGING EAGLE: Just use her as 51% owner and give her a
22 cut. She will do anything I ask I'll get a copy of her CIB

23 Defendant CLEMENS: OK I'll check how to make it happen.

24 Defendant CHARGING EAGLE: Get a contract and documents, I will have
25 her sign – I will be her at the funny farm this weekend
26

1 22. On or about that same day, September 14, 2018, Defendant CHARGING
2 EAGLE provided additional instruction to Defendant CLEMENS regarding bidding
3 for the PHS Lightning Protection Contract in a text stating: "Make your estimate for
4 Pine Hill does not exceed the \$564".

5 23. On or about that same day, September 14, 2018, Defendant CLEMENS
6 and Defendant CHARGING EAGLE continued to text regarding Defendant
7 CLEMENS' payment of Defendant CHARGING EAGLE's personal debt to the
8 Sandia Resort and Casino as well as Defendant CHARGING EAGLE's role in
9 assisting Defendant CLEMENS in the future as a BIA COR. Defendant CLEMENS
10 texted Defendant CHARGING EAGLE in part: "I have \$14k in the bank. Lol. \$5k for
11 your party bill." Minutes later Defendant CLEMENS texted Defendant CHARGING
12 EAGLE: "Why don't you run the New Mexico branch of this company"? Defendant
13 CHARGING EAGLE responded: "You need me on this end," and then minutes later
14 texted "I got a upcoming project in Riverside, CA and Lawrence, KS. All over mil".
15 Defendant CLEMENS responded "I can do em. I have bonding," to which Defendant
16 CHARGING EAGLE responded "Let's work together".

17 24. A few days later, on or about September 17, 2018, Defendant
18 CHARGING EAGLE texted Defendant CLEMENS stating "Just finished mtg w D.C.
19 and Pine Hill is back in the radar. I mentioned we will be getting the contract awarded
20 this week. Arrgh". Defendant CLEMENS texted back: "Going to be able to swing it
21 to me?" Defendant CHARGING EAGLE responded: "Lets try... ???? let me know
22 when you complete the AP and Market Research".

23 25. On or about October 15, 2018, Defendant CHARGING EAGLE and
24 Defendant CLEMENS engaged in a chain of text message exchanges that read in
25 pertinent part:

26 Defendant CLEMENS: Well some work is better than no work Just in time
27 for your next holiday party too LOL
28

* * *

Defendant CHARGING EAGLE: We need to pay the remaining amount first. . . We will work it out

* * *

Defendant CLEMENS: Yeah I can probably drop it on my CC or pay you

26. On or about October 18, 2018, Company A sent another check through the Eastern District of Washington to Sandia Resort and Casino for \$5,701, the balance of Defendant CHARGING EAGLE's personal debt to Sandia Resort and Casino.

COUNT 1

27. Paragraphs 1 through 26 of this Indictment are hereby re-alleged and incorporated herein by reference.

THE CONSPIRACY AND ITS OBJECTS

28. From a date unknown to the Grand Jury, but beginning by on or about June 14, 2018, and thereafter continuing to a date unknown by the Grand Jury but until at least on or about October 18, 2018, in the Eastern District of Washington and elsewhere, Defendant CHRISTOPHER HAMILTON CLEMENS, Defendant HAMILTON'S WEST, LLC, and Defendant CALANDRA CHARGING EAGLE knowingly and willfully conspired and agreed together and with each other, and with other persons both known and unknown to the Grand Jury, to defraud the United States of and concerning its governmental functions and rights, hereafter described, that is:

- (a) of and concerning its right to have its business and its affairs, and particularly the transaction of the official business of the Department of the Interior, Bureau of Indian Affairs, conducted honestly and impartially, free from corruption, fraud, improper and undue influence, dishonesty, unlawful impairment and obstruction;

- 1 (b) of and concerning its right to have its officers and employees, and
2 particularly the personnel of the Department of the Interior, Bureau of
3 Indian Affairs, free to transact the official business of the United States
4 unhindered, unhampered, unobstructed and unimpaired by the exertion
5 upon them of dishonest, corrupt, unlawful, improper and undue pressure
6 and influence;
- 7 (c) of and concerning its right and governmental function of procuring goods
8 and services through and by means of its officers and employees in
9 the Department of the Interior, Bureau of Indian Affairs, unhindered,
10 unhampered, unobstructed and unimpaired by the exertion upon such
11 officers and employees of dishonest, unlawful, corrupt, improper and
12 undue pressure and influence; and
- 13 (d) of and concerning its right to the conscientious, loyal faithful,
14 disinterested and unbiased services, decisions, actions and performance
15 of her duties by the Defendant CALANDRA CHARGING EAGLE in her
16 official capacity as a Contracting Officer's Representative (COR) free
17 from corruption, partiality, improper influence, bias, dishonesty and
18 fraud, in dealing with the Department of the Interior, Bureau of Indian
19 Affairs, in the procurement of goods and services and other matters.

20 MANNER AND MEANS OF THE CONSPIRACY

21 29. It was a part of the conspiracy that Defendant CHRISTOPHER
22 HAMILTON CLEMENS, Defendant HAMILTON'S WEST, LLC, and Defendant
23 CALANDRA CHARGING EAGLE, and other persons both known and unknown to
24 the Grand Jury, would by deceit, craft, trickery and dishonest means, defraud the
25 United States by interfering with and obstructing the lawful governmental functions of
26 the Department of the Interior, Bureau of Indian Affairs, in that Defendant
27 CHRISTOPHER HAMILTON CLEMENS, Defendant HAMILTON'S WEST, LLC,

1 and Defendant CALANDRA CHARGING EAGLE, and other persons both known
2 and unknown to the Grand Jury, would obtain unfair competitive advantage in the
3 award of federal government contracts and procurements by offering and providing
4 things of value to Defendant CALANDRA CHARGING EAGLE and by Defendant
5 CALANDRA CHARGING EAGLE demanding and accepting those things of value.

6 30. It was further a part of the conspiracy that Defendant CHRISTOPHER
7 HAMILTON CLEMENS, Defendant HAMILTON'S WEST, LLC, and Defendant
8 CALANDRA CHARGING EAGLE, and persons both known and unknown to the
9 Grand Jury, would obtain unfair information of, access to, and influence in the
10 acquisition process of the Department of the Interior, Bureau of Indian Affairs, by
11 offering and providing things of value to Defendant CALANDRA CHARGING
12 EAGLE and by Defendant CALANDRA CHARGING EAGLE demanding and
13 accepting those things of value.

14 OVERT ACTS

15 31. In furtherance of the conspiracy and to effect the objects of the
16 conspiracy, the following overt acts, among others, were committed in the Eastern
17 District of Washington and elsewhere:

- 18 (a) As alleged in paragraph 7, *supra*, on or about June 14, 2008, Defendant
19 CALANDRA CHARGING EAGLE texted Defendant CHRISTOPHER
20 HAMILTON CLEMENS with the amount of the Sandia Resort and
21 Casino invoice, \$10,701, and the name and telephone number of an
22 employee of the Sandia Resort and Casino who was attempting to collect
23 the debt from Defendant CALANDRA CHARGING EAGLE;
- 24 (b) As alleged in paragraphs 8 and 9, *supra*, on or about July 11, 2018, in the
25 context of discussing Defendant CHRISTOPHER HAMILTON
26 CLEMENS' payment of Defendant CALANDRA CHARGING
27 EALGE's personal debt, Defendant CALANDRA CHARGING EAGLE
28

1 provided Defendant CHRISTOPHER HAMILTON CLEMENS with a
2 description of the dollar value of a specific BIA contract and details of
3 other BIA projects;

- 4 (c) As alleged in paragraph 11, *supra*, on or about August 1, 2018,
5 Defendant CHRISTOPHER HAMILTON CLEMENS provided
6 assurances to Defendant CALANDRA CHARGING EAGLE that he
7 would soon get her personal debt paid;
- 8 (d) As alleged in paragraph 12, *supra*, on or about August 7, 2018,
9 Defendant CALANDRA CHARGING EAGLE provided the Sandia
10 Resort and Casino invoice for \$10,701 to Defendant CHRISTOPHER
11 HAMILTON CLEMENS and Individual A, and requested that they cause
12 Company A to pay the \$10,701 invoice as a “donation,” thereby
13 satisfying Defendant CALANDRA CHARGING EAGLE’s debt to the
14 Sandia Resort and Casino in exchange for causing the PHS Lightning
15 Protection Contract to be awarded to Company A;
- 16 (e) As alleged in paragraph 13, *supra*, on or about August 8, 2018,
17 Company A sent a \$5,000 check using the United States Postal Service,
18 processed, sorted, and distributed through the Eastern District of
19 Washington to the Sandia Resort and Casino, authorized by Defendant
20 CHRISTOPHER HAMILTON CLEMENS and signed by Individual A;
- 21 (f) As alleged in paragraph 15, *supra*, on or about August 17, 2018,
22 Defendant CALANDRA CHARGING EAGLE emailed the Department
23 of the Interior, Bureau of Indian Affairs’ IGCE for the PHS Lightning
24 Protection Contract from her official Department of the Interior, Bureau
25 of Indian Affairs’ email account to her personal email account;
- 26 (g) As alleged in paragraph 16, *supra*, on or about August 19, 2018,
27 Defendant CALANDRA CHARGING EAGLE texted Defendant
28

CHRISTOPHER HAMILTON CLEMENS specific instructions for how to price his bid estimate on the PHS Lightning Protection Contract;

- (h) As alleged in paragraph 17, *supra*, on or about August 22, 2018, Defendant CALANDRA CHARGING EAGLE emailed the Department of the Interior, Bureau of Indian Affairs' IGCE for the PHS Lightning Protection Contract from her personal email account to Defendant CHRISTOPHER HAMILTON CLEMENS and two other officials of Company A;
- (i) As alleged in paragraph 17, *supra*, on or about August 22, 2018, Defendant CALANDRA CHARGING EAGLE, in an email, cautioned Defendant CHRISTOPHER HAMILTON CLEMENS and two other Company A officials not to tell other Department of the Interior, Bureau of Indian Affairs officials that she had provided Company A with the Department of the Interior, Bureau of Indian Affairs' IGCE for the PHS Lightning Protection Contract;
- (j) As alleged in paragraph 2, *supra*, on or about August 24, 2018, Defendant CHRISTOPHER HAMILTON CLEMENS created a new business, Defendant HAMILTON'S WEST, LLC, and registered it with the Washington State Secretary of State;
- (k) As alleged in paragraph 18, *supra*, on or about August 29, 2018, Defendant CALANDRA CHARGING EAGLE emailed information regarding a different potential Department of the Interior, Bureau of Indian Affairs contract to Defendant CHRISTOPHER HAMILTON CLEMENS and Defendant HAMILTON'S WEST, LLC;
- (l) As alleged in paragraph 19, *supra*, on or about September 8, 2018, Defendant CALANDRA CHARGING EAGLE provided Defendant CHRISTOPHER HAMILTON CLEMENS further instruction regarding

bidding for the PHS Lightning Protection Contract in a text stating:
“Fudge your #'s to not exceed my estimate. I didn't add Tax”;

- (m) As alleged in paragraph 19, *supra*, on or about September 8, 2018, Defendant CHRISTOPHER HAMILTON CLEMENS assured Defendant CALANDRA CHARGING EAGLE in a text that he would contact Individual A about getting the remaining amount of Defendant CALANDRA CHARGING EAGLE's personal debt to Sandia Resort and Casino satisfied;
- (n) As alleged in paragraph 20, *supra*, on or about September 8, 2018, Defendant CALANDRA CHARGING EAGLE texted Defendant CHRISTOPHER HAMILTON CLEMENS, “I can put the lightning project out in the streets, if you want”. Defendant CHRISTOPHER HAMILTON CLEMENS texted back, “That would be best for me,” and then added, “Then I can pay the rest of the bill.” Reopening the procurement for the PHS Lightning Contract would directly benefit Defendant CHRISTOPHER HAMILTON CLEMENS and his new company Defendant HAMILTON'S WEST LLC;
- (o) As alleged in paragraph 21, *supra*, on or about September 14, 2018, Defendant CHRISTOPHER HAMILTON CLEMENS texted Defendant CALANDRA CHARGING EAGLE, “Need work and have a 5k donation to fill still.” Minutes later Defendant CHRISTOPHER HAMILTON CLEMENS texted Defendant CHARGING EAGLE, “I need some work. Bad. LOL.” Defendant CALANDRA CHARGING EAGLE responded by asking if Defendant CHRISTOPHER HAMILTON CLEMENS was still interested in the PHS Lightning Protection Contract and he stated that he was and then provided the name and Data Universal Numbering

1 System (DUNS) number for his company Defendant HAMILTON'S
2 WEST LLC;

- 3 (p) As alleged in paragraph 21, *supra*, on or about September 14, 2018,
4 Defendant CHRISTOPHER HAMILTON CLEMENS and Defendant
5 CALANDRA CHARGING EAGLE texted about the process by which
6 Defendant CHRISTOPHER HAMILTON CLEMENS' new business,
7 Defendant HAMILTON'S WEST, LLC, could qualify as an Indian Small
8 Business Economic Enterprise ("ISBEE") by using Defendant
9 CALANDRA CHARGING EAGLE's mother. Defendant
10 CHRISTOPHER HAMILTON CLEMENS offered to provide Defendant
11 CALANDRA CHARGING EAGLE's mother a portion of any revenue
12 from Defendant HAMILTON'S WEST LLC using Defendant
13 CHARGING EAGLE's mother as a 51% owner in order for Defendant
14 HAMILTON'S WEST LLC to pose as an ISBEE;
- 15 (q) As alleged in paragraph 22, *supra*, on or about that same day, September
16 14, 2018, Defendant CHARGING EAGLE provided additional
17 instruction to Defendant CLEMENS regarding bidding for the PHS
18 Lightning Protection Contract;
- 19 (r) As alleged in paragraph 23, *supra*, on or about September 14, 2018,
20 Defendant CHRISTOPHER HAMILTON CLEMENS offered to provide
21 Defendant CALANDRA CHARGING EAGLE a job with his new
22 company, Defendant HAMILTON'S WEST, LLC;
- 23 (s) As alleged in paragraph 23, *supra*, on or about September 14, 2018,
24 Defendant CALANDRA CHARGING EAGLE informed Defendant
25 CHRISTOPHER HAMILTON CLEMENS and Defendant
26 HAMILTON'S WEST LLC of future potential procurements of the
27
28

1 Department of the Interior, Bureau of Indian Affairs, in Riverside,
2 California and Lawrence, Kansas;

3 (t) As alleged in paragraph 24, *supra*, on or about September 17, 2018,
4 Defendant CALANDRA CHARGING EAGLE advised Defendant
5 CHRISTOPHER HAMILTON CLEMENS and Defendant
6 HAMILTON'S WEST, LLC, that the PHS Lightning Protection Contract
7 had not yet been awarded that that Defendant CALANDRA CHARGING
8 EAGLE would attempt to get it awarded to Defendant CHRISTOPHER
9 HAMILTON CLEMENS and Defendant HAMILTON'S WEST, LLC;

10 (u) As alleged in paragraph 26, *supra*, on or about October 18, 2018,
11 Company A sent another check through the Eastern District of
12 Washington to Sandia Resort and Casino for \$5,701, the balance of the
13 Defendant CALANDRA CHARGING EAGLE's personal debt to Sandia
14 Resort and Casino.

15 All in violation of 18 U.S.C. § 371.

16 COUNT 2

17 32. Paragraphs 1 through 26 of this Indictment are hereby re-alleged and
18 incorporated herein by reference.

19 33. Between on or about June 14, 2018 and October 18, 2018, in the Eastern
20 District of Washington and elsewhere, Defendant CHRISTOPHER HAMILTON
21 CLEMENS did, directly and indirectly, corruptly give, offer, and promise a thing of
22 value to a public official, with intent to influence an official act, influence a public
23 official to commit and aid in committing and to collude in, and allow, and to make
24 opportunity for the commission of a fraud on the United States, and induce a public
25 official to do an act and omit to do an act in violation of her official duty, that is pay
26 and cause to be paid the personal debt of Defendant CALANDRA CHARGING
27 EAGLE, a public official with the Department of the Interior, Bureau of Indian
28

1 Affairs, in the amount of \$10,701 to the Sandia Resort and Casino, with the intent of
2 obtaining Defendant CALANDRA CHARGING EAGLE's efforts to steer the
3 Department of the Interior, Bureau of Indian Affairs' PHS Lightning Protection
4 Contract to Company A and/or Defendant CHRISTOPHER HAMILTON CLEMENS
5 and/or Defendant HAMILTON'S WEST LLC, and in return for providing
6 Company A and Defendant CHRISTOPHER HAMILTON CLEMENS with the
7 Department of the Interior, Bureau of Indian Affairs' internal and confidential
8 independent government cost estimate (IGCE), all in violation of 18 U.S.C
9 § 201(b)(1).

10 COUNT 3

11 34. Paragraphs 1 through 26 of this Indictment are hereby re-alleged and
12 incorporated herein by reference.

13 35. Between on or about June 14, 2018 and October 18, 2018, in the Eastern
14 District of Washington and elsewhere, Defendant CALANDRA CHARGING
15 EAGLE, directly and indirectly did corruptly demand, seek, receive, accept, and agree
16 to receive and accept something of value personally, that is satisfaction of a \$10,701
17 personal debt of Defendant CALANDRA CHARGING EAGLE's paid by
18 Company A to the Sandia Resort and Casino on her behalf, in return for being
19 influenced in the performance of an official act and being influenced to commit and
20 aid in committing and to collude in, and allow, and to make opportunity for the
21 commission of a fraud on the United States and being induced to do an act in violation
22 her official duty; that is Defendant CALANDRA CHARGING EAGLE's promise to
23 steer the Department of the Interior, Bureau of Indian Affairs' PHS Lightning
24 Protection Contract to Company A and/or Defendant CHRISTOPHER HAMILTON
25 CLEMENS, and/or Defendant HAMILTON'S WEST LLC and in return for providing
26 Company A and Defendant CHRISTOPHER HAMILTON CLEMENS with the
27 Department of the Interior, Bureau of Indian Affairs' internal and confidential
28

1 independent government cost estimate ("IGCE"), all in violation of 18 U.S.C
2 § 201(b)(2).

3 COUNT 4

4 36. Paragraphs 1 through 26 of this Indictment are hereby re-alleged and
5 incorporated herein by reference.

6 37. Between on or about August 17, 2018 and September 17, 2018, in the
7 Eastern District of Washington and elsewhere, Defendant CHRISTOPHER
8 HAMILTON CLEMENS, Defendant HAMILTON'S WEST LLC, and Defendant
9 CALANDRA CHARGING EAGLE, willfully and knowingly did steal and purloin,
10 and did knowingly convert to their own use and to the use of another, the goods and
11 property of the United States, to wit, the BIA's IGCE for the PHS Lightning
12 Protection Contract, which had a value exceeding \$1,000, all in violation of 18 U.S.C.
13 § 641 and 18 U.S.C. § 2.

14 NOTICE OF FORFEITURE ALLEGATIONS

15 The allegations contained in this Indictment are hereby re-alleged and
16 incorporated herein by this reference for the purpose of alleging forfeiture.

17 Pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c), upon conviction
18 of an offense in violation of 18 U.S.C. § 201(b)(2), as alleged in Count 3 of this
19 Indictment, Defendant CALANDRA CHARGING EAGLE, shall forfeit to the United
20 States any property, real or personal, which constitutes or is derived from proceeds
21 traceable to the offense.

22 The property sought for forfeiture includes, but is not limited to, the following:

23 MONEY JUDGMENT

24 A sum of money equal to \$10,701.00 in United States currency,
25 representing the amount of proceeds obtained by the Defendant
26 CALANDRA CHARGING EAGLE from the Public Official Accepting a
27 Bribe offense.
28

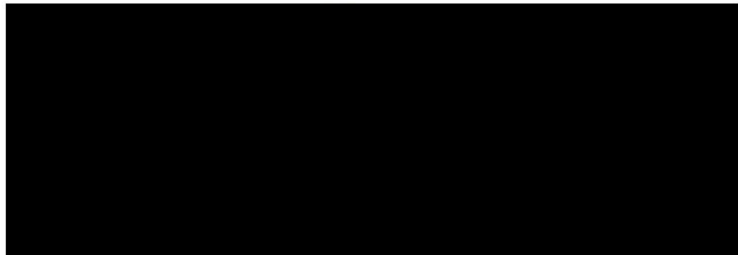
1 If any of the property described above, as the result of any act or omission of
2 Defendant:

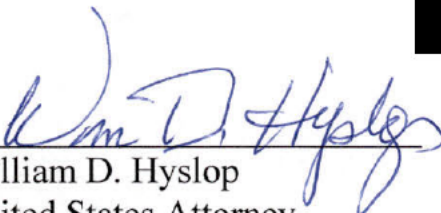
- 3 (a) cannot be located upon the exercise of due diligence;
4 (b) has been transferred or sold to, or deposited with, a third party;
5 (c) has been placed beyond the jurisdiction of the court;
6 (d) has been substantially diminished in value; or
7 (e) has been commingled with other property which cannot be divided
without difficulty,


8 the United States shall be entitled to forfeiture of substitute property pursuant to 21
9 U.S.C. § 853(p), as incorporated by 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C.
10 § 2461(c).

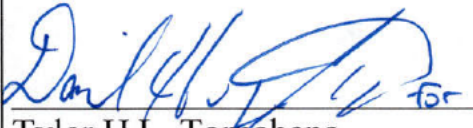
11 DATED this 21st day of October, 2020.

12 A TRUE BILL



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18 
19 William D. Hyslop
20 United States Attorney

21
22 
23 Daniel Hugo Fruchter
Assistant United States Attorney

24
25 
26 Tyler H.L. Tornabene
Assistant United States Attorney