

IN THE UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF ILLINOIS  
SPRINGFIELD DIVISION

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 MARK E. MILLER, )  
 )  
 Defendant. )

Case No. 17-300 41  
VIO: Title 18, United States Code,  
§201(b)(2)(A) & 981(a)(1)(C), and  
Title 28, United States Code, § 2461(c).

**FILED**

JUL 18 2017

CLERK OF THE COURT  
U.S. DISTRICT COURT  
CENTRAL DISTRICT OF ILLINOIS

INFORMATION

THE UNITED STATES CHARGES THAT:

COUNT 1  
(Seeking and Receiving Bribes)

BACKGROUND

1. From approximately 2002 until 2005, MARK E. MILLER, the defendant herein, was a member of the United States Army. From approximately June of 2005 until approximately July of 2015, MILLER was employed by the United States Army Corps of Engineers ("USACE"). Between in or about February 2009 and in or about November 2012, MILLER worked for USACE in the Islamic Republic of Afghanistan ("Afghanistan"). While employed with the USACE, MILLER maintained a residence in Springfield, Illinois.

2. From in or about February 2009 to in or about October 2011, MILLER was assigned to a military base in the Khost Province in the eastern most part of Afghanistan known as Camp Clark. MILLER was the site manager and a Contracting Officer Representative for a number of construction projects, including projects to

construct roads in Afghanistan. MILLER reported to Contracting Officers based in Kabul, Afghanistan.

3. MILLER was a “public official” within the meaning of 18 U.S.C. § 201(a)(1), that is, he was “an officer or employee or person acting for or on behalf of the United States, or any department, agency or branch of Government thereof . . . in any official function, under or by authority of any such department, agency, or branch of Government . . . .”

4. On or about December 10, 2009, the USACE awarded a contract worth approximately \$2,997,300 to an Afghan construction company (“Afghan Company”) for the construction of a road from the city of Khost to the Pakistani border (“Khost to BSP 9”). From the time of the issuance of this contract until on or about July 10, 2010, this contract increased in value to approximately \$8,142,300. MILLER oversaw the work of the Afghan Company on this road project for the USACE, including, among other duties, verifying that the company performed the work called for by the contract on the road project and, if so, authorizing progress payments to the company by the USACE for the Afghan Company’s work.

5. During the course of overseeing the Afghan Company on the Khost to BSP 9 road project, MILLER solicited from the owners of the Afghan Company approximately \$280,000 in return for making things easier for the Afghan Company on the road project, including making sure the contract moved along. MILLER also told the owners of the Afghan Company that the previous four contractors on this road project had been

terminated and he assured them that, if they paid him the Afghan Company would not be terminated.

6. The owners of the Afghan Company agreed to pay MILLER approximately \$280,000, but were personally unable to bring the money to MILLER at Camp Clark because of the likelihood that the owners of the Afghan Company would be searched coming onto the base. In order to conceal the \$280,000 payment, MILLER enlisted the assistance of an individual who was a supervisor of a company ("supervisor") which housed its employees at a military base known as Camp Parsa. The base at Camp Parsa encircled the Camp Clark base. MILLER felt comfortable approaching the supervisor about the bribe because Miller was aware that the supervisor had previously been involved before with similar illegal activities. The supervisor told MILLER that he supervised an employee ("employee") who had a business account at a bank in Afghanistan outside of the Camp Parsa base where the owners of the Afghan Company could deposit the money. Thereafter, the money could be withdrawn by the employee and brought into Camp Parsa undetected. The supervisor agreed to make these arrangements for approximately 50% of the proceeds.

7. On or about April 10, 2010, one of the owners of the Afghan Company caused a deposit of \$300,000 into the employee's bank account in Kabul, Afghanistan. Subsequently, the employee withdrew the money and gave it to his supervisor who in turn gave \$150,000 in the form of cash to MILLER and kept the rest for himself.

8. Upon receipt of the \$150,000 cash, MILLER used letter-sized envelopes to mail from Afghanistan to the United States approximately \$3,000 cash at a time to himself,



his mother and his brother in the United States. MILLER sent over fifty envelopes to the United States. He used the United States Postal Service military free mail system because he knew that system was not inspected.

9. After mailing the cash to the United States, MILLER instructed his mother and stepfather in emails from Afghanistan to Springfield, Illinois to convert the cash into multiple money orders and to pay for certain personal expenses for MILLER, which they did. These included paying student loans from Sallie Mae (approximately \$13,700 paid from on or about May 10, 2010 to on or about May 20, 2010), a \$5,000 down payment on a 2010 Chevrolet Silverado pickup truck (on or about July 2, 2010), and the purchase of a 2005 Harley Davidson motorcycle (purchased on or about September 3, 2010 for approximately \$11,202). MILLER explained the cash to his mother and stepfather by telling them that he was buying and selling guitars in Afghanistan.

10. When MILLER returned to the United States on leave from the USACE, or when he saw his brother, he retrieved the cash he had mailed. He spent the cash on personal items, including on his home in Springfield, Illinois, custom furniture, windows for the home, a television, student loan payments, and two Rolex Sport watches.

11. From in or about September 2010 to in or about October 2010, MILLER informed one of the owners of the Afghan Company that he was attempting to obtain work on another road project in Afghanistan for the company.

12. In or about April 2011, MILLER, who was then on leave in the United States, requested an additional \$30,000 from one of the owners of the Afghan Company in

consideration for what he had done previously for them in his USACE job. The owner, who was in Afghanistan, arranged for MILLER to pick up the money from the owner's cousin in Springfield, Virginia. MILLER picked up the money in or about May of 2011 and returned to Springfield, Illinois.

13. On or about November 13, 2014, one of the owners of the Afghan Company requested MILLER to write a letter of recommendation to be included in the owner's Special Immigrant Visa in the United States. MILLER wrote the letter of recommendation on USACE letterhead, although he did not have authorization from USACE to use USACE letterhead, and provided the letter to the owner of the Afghan Company.

14. In or about August 2016, MILLER sent emails to the owners of the Afghan Company requesting financial assistance to pay legal bills. On September 19, 2016, the owners of the Afghan Company wire transferred \$9,962 into MILLER'S bank account at a bank in Athens, Illinois.

15. In or about November 2016, one of the owners of the Afghan Company requested that MILLER write a letter of recommendation to be included in an employee's Special Immigrant Visa application. MILLER prepared the letter on USACE stationary, although he was no longer an employee of USACE and did not have authorization from USACE to use USACE letterhead.

#### **THE CHARGE**

16. From in or about February 2009 until in or about July of 2015, in the Central District of Illinois and elsewhere, the defendant,

**MARK E. MILLER,**

a public official, directly and indirectly did corruptly demand, seek, receive, accept, and agree to receive and accept something of value personally, in return for being influenced in the performance of an official act, that is, between in or about April, 2010 and in or about May, 2011, the defendant received approximately \$180,000 in cash from the owners of the Afghan Company for preferential treatment by MILLER toward the Afghan Company in the awarding and performance of USACE contracts in Afghanistan.

All in violation of Title 18, United States Code, Section 201(b)(2)(A).

**FORFEITURE ALLEGATION UNDER  
28 U.S.C. § 2461(c) AND 18 U.S.C. § 981(a)(1)(C)**

16. The violation alleged above in Count One of this Information is realleged and incorporated by reference herein for the purpose of alleging forfeiture to the United States of America pursuant to the provisions of Title 28, United States Code, Section 2461(c) and Title 18, United States Code, Section 981(a)(1)(C).

17. Upon conviction of the offense alleged in this Information, the defendant,

**MARK E. MILLER,**

shall forfeit to the United States any interest he has in property, real or personal, constituting, or derived from, proceeds traceable to the offense of seeking and receiving bribes by a public official, in violation of Title 18, United States Code, Section 201(b)(2)(A), including, but not limited to:

- a. \$180,000 in U.S. Currency, which represents the sum of money equal to the amount of proceeds derived from or traceable to the offense of seeking and receiving bribes by a public official, in violation of 18 U.S.C. § 201(b)(2)(A); and



b. a 2005 Harley Davidson motorcycle (VIN: 1HD1BXB125Y087131).

18. If any of the property described above as being subject to forfeiture pursuant to Title 28, United States Code, Section 2461(c) and Title 18, United States Code, Section 981(a)(1)(C), as a result of any act or omission of the defendant:

- 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 that cannot be subdivided without difficulty;

the United States shall be entitled to seek the forfeiture of substitute property, pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c).


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

Respectfully Submitted,

Patrick D. Hansen  
Acting United States Attorney  
Sandra L. Moser  
Acting Chief, Fraud Section  
Criminal Division  
United States Department of Justice

s/ Gregory K. Harris

By:

  
Gregory K. Harris  
Assistant United States Attorney