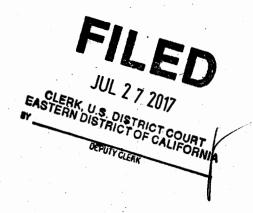
SANDRA L. MOSER Acting Chief, Fraud Section DANIEL P. BUTLER Trial Attorney, Fraud Section Criminal Division United States. Department of Justice 1400 New York Ave., N.W., Room 4404 Washington, D.C. 20530 Telephone: (202) 307-2184 Facsimile: (202) 514-3708



IN THE UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA

CASE NO. 2: 1 7 _ CR - 0 1 2 3 JAM UNITED STATES OF AMERICA,

Plaintiff,

18 U.S.C. § 201(b)(2)(A) - Being a Public Official, Receiving and Agreeing to Receive Bribes (2 Counts); 28 U.S.C. § 2461(c) and 18 U.S.C. § 981(a)(1)(C) - Criminal Forfeiture

DAVID A. TURCIOS.

Defendant.

INDICTMENT

COUNT ONE: [18 U.S.C. § 201(b)(2)(A) - Being a Public Official, Receiving and Agreeing to Receive a Bribe]

A. Introduction

At all times material to this Indictment, unless specific dates are otherwise noted:

Bagram Airfield ("Bagram") was a large United States military base in Afghanistan. The 1. Humanitarian Aid ("HA") Yard at Bagram purchased supplies from local Afghan vendors that were then provided as part of the Commander's Emergency Response Program ("CERP"). That program enabled U.S. military commanders to respond to urgent humanitarian relief requirements in Afghanistan, and the projects under that program were intended to benefit the local Afghan populace until larger, more formal reconstruction projects could be initiated.

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- 2. Defendant DAVID A. TURCIOS' residence in the United States was at or near Travis Air Force Base in the State and Eastern District of California, where he lived with his wife and daughter.
- 3. From in or about November 2010 until in or about November 2011, TURCIOS worked as a United States Air Force Staff Sergeant (E-5) at the HA Yard. His Military Occupational Specialty under the Air Force Specialty Codes was Logistics/Supply Management. TURCIOS' role at the HA Yard was that of Project Manager/Assistant Contracting Officer Representative and Yard Manager, meaning that he was responsible for, among other things, receiving and submitting bids from local Afghan vendors for contracts to replenish supplies such as rice, beans, and clothing at the HA Yard. To be eligible to bid on contracts to support the HA Yard, vendors first had to be on a pre-approved vendor list. In most situations, before awarding HA Yard contracts, military contracting officers were required to receive at least three bids from those on the vendor list.
- 4. As part of his duties at the HA Yard, TURCIOS worked closely with, among others, two Afghan contractors ("the Interpreter" and "the Vendor") who sought to obtain contracts to replenish supplies in the HA Yard for companies they owned or with which they were associated.
- 5. Upon TURCIOS' arrival at Bagram in or about November 2010, the Interpreter told TURCIOS that he had family members seeking contracts to supply the HA Yard. TURCIOS agreed to include the names of the companies owned by the Interpreter or associated with his family members on the list of vendors for future consideration. In or about May 2011, the Interpreter offered and TURCIOS accepted \$5,000 in cash in \$20 and \$100 bills. TURICOS used this money for personal purposes thereafter while at Bagram and at his home in California when he returned on leave in or about June 2011. Upon TURCIOS' return to Bagram, he told the Interpreter that he, TURICOS, having accepted the money from the Interpreter, would tell the Interpreter when the HA Yard was going to be seeking replenishment goods, would submit the bids that the Interpreter provided him for companies associated with the Interpreter or his family, and would then help push those bids through the acceptance process.

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6. Between in or about November 2010 and in or about July 2011, while TURCIOS worked at the HA Yard, approximately ten contracts in which TURCIOS was involved were awarded to companies which were owned by the Interpreter or associated with his family members.

B. The Charge

7. The Grand Jury charges: THAT

DAVID A. TURCIOS

defendant herein, in or about May 2011, in the County of Solano, State, and Eastern District of California, and elsewhere, being 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, \$5,000 from the Interpreter for preferential treatment in being considered for and receiving contracts under the CERP at the HA Yard.

In violation of Title 18, United States Code, Section 201(b)(2)(A), and pursuant to the extraterritorial venue provision of Title 18, United States Code, Section 3238.

COUNT TWO: [18 U.S.C. § 201(b)(2)(A) – Being a Public Official, Receiving and Agreeing to Receive a Bribe]

A. Introduction

- 8. Paragraphs one through six of Count One are incorporated by reference herein as if set forth in full.
- 9. In or about September 2011, TURCIOS agreed to allow the Vendor to provide the names of the three companies to be selected on each of the replenishment contracts he oversaw, effectively allowing the Vendor to select the company awarded the respective contract. Because TURCIOS was nearing the end of his deployment in Afghanistan, he only had time to prepare approximately two contracts with the Vendor and, in or about October 2011, approximately two contracts in which TURCIOS was involved were awarded to companies owned by individuals associated with the Vendor.

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10. Before leaving Afghanistan, TURCIOS told one of his replacements, an Army Sergeant, to use the Vendor for replenishment contracts, to provide the Vendor with the requested number of units, listed unit price, and total price for whatever inventory needed to be replenished and the Vendor would provide the Army Sergeant with the required three bids. TURCIOS told the Army Sergeant this was how he had done it and that the Vendor had provided TURCIOS money in return for his actions on the contracts.

- 11. In or about late October or early November 2011, just prior to TURCIOS' re-deployment to the United States, the Vendor offered TURCIOS \$3,500 in return for TURCIOS' actions on behalf of the Vendor as to HA Yard replenishment contracts.
- 12. Between on or about November 1, 2011 and on or about November 16, 2011, TURCIOS sent several emails urging U.S. Army officials to approve payments to the Vendor in connection with one HA Yard contract associated with the Vendor and obtained from the U.S. Army a voucher authorizing payment on that contract.
 - 13. On or about November 17, 2011, TURCIOS returned to California.
- 14. On or about November 20, 2011, TURCIOS used his personal email account to send the Vendor a copy of the payment voucher he obtained from the U.S. Army and asked the Vendor to make a cash payment to TURCIOS's wife.
- 15. After returning to California, TURCIOS, having not received the \$3,500, continued to communicate with the Vendor by email, using TURCIOS' personal email address, in an effort to receive the money. In those emails, TURCIOS offered the Vendor preferential treatment in being considered and receiving more HA Yard contracts when TURCIOS returned to Afghanistan in return for the cash payment from the Vendor.
- 16. On or about February 12, 2013, per the direction of TURCIOS, the Vendor caused to be wire transferred from Afghanistan to TURCIOS' wife's bank account in the Eastern District of California \$500 of the \$3,500 promised.

B. The Charge

17. The Grand Jury charges: THAT

DAVID A. TURCIOS

defendant herein, from in or about June 2010 until in or about February 2013, in the County of Solano, State, and Eastern District of California, and elsewhere, being 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, \$3,500 from the Vendor for preferential treatment in being considered for and receiving contracts under the CERP at the HA Yard.

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

FORFEITURE ALLEGATION: [28 U.S.C. § 2461(c) and 18 U.S.C. § 981(a)(1)(C) – Criminal Forfeiture]

- 1. Upon conviction of one or both of the offenses alleged in this Indictment, defendant DAVID A. TURCIOS shall forfeit to the United States, pursuant to 28 U.S.C. § 2461(c) and 18 U.S.C. § 981(a)(1)(C), any interest he has in property, real or personal, constituting, or derived from, proceeds traceable to the offense of receiving and agreeing to receive a bribe by a public official, in violation of Title 18, United States Code, Section 201(b)(2)(A), including, but not limited to:
 - \$5,500 in U.S. Currency, which represents the sum of money equal to the amount of proceeds derived from or traceable to the offense or offenses of, being a public official, receiving and agreeing to receive bribes, in violation of 18 U.S.C. § 201(b)(2)(A).
- 2. 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;

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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).

A TRUE BILL

/s/ Signature on file w/AUSA

FOREPERSON

SANDRA L. MOSER
Acting Chief, Fraud Section
Criminal Division
United States Department of Justice

DANIEL P. BUTLER

Trial Attorney, Fraud Section

United States v. David A. Turcios Penalties for Indictment

Defendants David A. Turcios

COUNT 1-2:

ALL DEFENDANTS

VIOLATION:

18 U.S.C. § 201(b)(2)(A) – Being a Public Official, Receiving and

Agreeing to Receive Bribes (2 counts)

PENALTIES:

Maximum of 15 years in prison

Fine of not more than three times the monetary equivalent of the thing of value or \$250,000, whichever is greater. See 18 U.S.C. §3571(b)(1)-(3)

Supervised release of at least one year up to three years

SPECIAL ASSESSMENT: \$100 (mandatory on each count)

FORFEITURE ALLEGATION: ALL DEFENDANTS

VIOLATION:

28 U.S.C. § 2461(c) and 18 U.S.C. §981(a)(1)(C) - Criminal Forfeiture

PENALTIES:

As stated in the charging document

No.					

UNITED STATES DISTRICT COURT

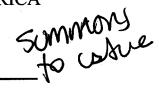
Eastern District of California

Criminal Division

THE UNITED STATES OF AMERICA

vs.

DAVID A. TURCIOS



<u>INDICTMENT</u>

VIOLATION(S):

18 U.S.C. §§ 201(B)(2)(a) – Being a Public Official, Receiving and Agreeing to Received Bribes (2 Counts); 981(A)(1)(C) and 28 U.S.C. 2461(C) – Criminal Forfeiture

A true bill,	/s/ Signature on file w/AUSA							
	Foreman.							
Filed in open court	thisday							
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	Clerk							
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