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UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

AT 8:30 <sup>4:00 PM</sup>  
WILLIAM T. WALSH  
CLERK

UNITED STATES OF AMERICA : Hon.  
v. : Criminal No. 20- 107 (BRM)  
SHWAN AL-MULLA : 18 U.S.C. §§ 371, 1343, 1346, and 2  
: 18 U.S.C. § 981(a)(1)(C)  
: 28 U.S.C. § 2461

**INDICTMENT**

The Grand Jury in and for the District of New Jersey, sitting at Newark,  
charges:

**COUNTS 1 to 7**  
**(Honest Services Wire Fraud)**

**Individuals and Entities**

1. At times relevant to Counts 1 to 7 of this Indictment:

a. Defendant SHWAN AL-MULLA was a British citizen, born in Iraq. In or about 2003, AL-MULLA founded Iraqi Consultants & Construction Bureau ("ICCB"), a privately-owned foreign engineering and construction company that sought and was awarded Iraqi reconstruction contracts by the United States Army Corps of Engineers ("USACE") in the Gulf Region North of Iraq. AL-MULLA also owned and operated Iraq Al-Nahid for General Contracting ("INGC"), a company that also applied for USACE reconstruction contracts.

b. USACE was a division of the Department of Defense,

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*Shwan Al-Mulla*

Department of the Army. The mission of USACE was to protect the United States' interests abroad by using engineering expertise to promote stability and improve quality of life.

c. Ahmed Nouri, a/k/a "Ahmed Bahjat," a/k/a "Hamada" ("Nouri"), was a British citizen born in Iraq. Nouri was Vice-President of Operations for ICCB, and Nouri reported directly to AL-MULLA.

d. Individual 1 was a relative of AL-MULLA and served as a Vice President at ICCB. Individual 1 reported directly to AL-MULLA.

e. John Alfy Salama Markus, a/k/a "John Salama," a/k/a "John Alfy Salama" ("Salama Markus"), a United States citizen born in Egypt, was a resident of New Jersey. Salama Markus was a USACE employee deployed to the Gulf Region North Engineering and Construction Division ("Engineering & Construction") at Contingency Operating Base Speicher in Tikrit, Iraq.

f. As a USACE employee, Salama Markus was involved in: (a) the review and award process for contractors seeking lucrative reconstruction contracts with USACE in Iraq; and (b) the administration, oversight and modification of such contracts, post-award. Salama Markus had access to confidential internal pricing information prepared by USACE, as well as contractors' competitive bids. On certain contracts, Salama Markus was designated the Contracting Officer's Representative ("COR"), making him responsible for monitoring the progress made on contracts and approving

periodic invoices for payments to contractors, among other things. Salama Markus owed a duty to render honest services to the United States and its citizens in USACE matters, including a duty to refrain from accepting bribes and kickbacks in matters involving his employment.

**USACE Contracting Process in the Gulf Region North**

2. The process for the award of USACE contracts for reconstruction projects in the Gulf Region North typically proceeded as follows:

a. A proposal for a construction project was submitted by a Project Manager to the Gulf Region North Contracting Office. If adopted, an Independent Government Estimate (“IGE”), detailing the Government’s own internal estimate of the costs of construction, was prepared for the Contracting Office.

b. The Contracting Office posted a bid solicitation or Request for Proposal (“RFP”) for contractors. Generally, a contract resulting from an RFP was awarded to the contractor who submitted a technically acceptable proposal with the lowest bid price.

c. The RFP informed bidding contractors whether the anticipated contract was “Build Only” – where USACE provided the designs to the willing contractor, who then only had to build to specification, or “Design-Build” – where USACE required contractors to submit at least a portion of the design which it would be responsible for constructing. Contractors were not provided information regarding pricing, and USACE regulations prohibited the

disclosure of the IGE to contractors submitting proposals.

d. A contractor submitting a bid in response to an RFP provided the USACE Contracting Office with its submission either in hard copy or electronically, often to a designated USACE Contracting Office email address with limited access.

e. Following the RFP deadline, the Contracting Office reviewed the various bids and then selected a few proposals containing the lowest bids for further review by a Technical Evaluation Board ("TEB"), also called a "source selection committee." A TEB consisted of several USACE Project Managers and employees from Engineering & Construction who reviewed proposals for a contractor's technical ability to perform the required work. Generally, the Contracting Office removed all bid and pricing information from contractor proposals sent to the TEB for review. Following its review, the TEB made a recommendation to the Contracting Office concerning the technical abilities of the proposed contractors.

f. The designated Contracting Officer from the Contracting Office drafted an Award Summary and Recommendation (also called Contracting Officer's Determination) for the internal USACE file that included the final award determination.

g. The Contracting Officer drafted a COR Designation Memorandum naming a USACE Engineering & Construction employee as COR and outlining actions that the designated COR was authorized to take. Those

actions included: verifying contract performance of technical requirements; performing inspections; maintaining communications with the contractor; reporting deficiencies in the contractor's performance; and coordinating entry to the site for U.S. personnel. Expressly noted unauthorized actions included agreeing to any contract modifications and taking any action that would affect the cost or scope of the contract.

h. The COR Designation Memorandum further mandated that a COR with any direct or indirect financial interest which could conflict with the public interests of the United States had to advise the Contracting Officer, and that all appearances of impropriety had to be avoided.

i. The Contracting Officer notified the prevailing contractor of both the contract award and the COR designation by letter.

**The Scheme**

3. From in or about March 2007 to in or about August 2009, in Iraq, Jordan, and elsewhere, in an offense begun outside the jurisdiction of any particular State or district of the United States, in the District of New Jersey, the defendant,

SHWAN AL-MULLA,

who will be first brought to and arrested in the District of New Jersey and whose point of entry into the United States will be the District of New Jersey, and others, did knowingly and intentionally devise and intend to devise a scheme and artifice to defraud the citizens of the United States of the right to

Salama Markus' honest services in USACE matters.

**Goal of the Scheme**

4. The goal of this scheme and artifice to defraud was for AL-MULLA, Nouri, and others to pay bribes and kickbacks to Salama Markus in exchange for which Salama Markus manipulated, influenced, and caused millions of dollars in Iraqi reconstruction contracts to be awarded to ICCB in violation of his official duties.

**Manner and Means of the Scheme**

5. It was a part of the scheme and artifice to defraud that:

a. AL-MULLA and Nouri, on behalf of ICCB, received from Salama Markus confidential USACE information concerning IGEs, bids, and the selection process.

b. Nouri and AL-MULLA, with Salama Markus' knowledge, submitted bids on behalf of multiple companies, including ICCB, for the same USACE contract.

i. On or about June 26, 2007, AL-MULLA received an email from Nouri, in which Nouri told AL-MULLA, "We need another company to submit our proposals with as if we keep using ICCB this will raise questions marks and JS [John Salama] has informed of the possibility of using another company if we have with past performance with the US army." AL-MULLA responded, via email, "How about INGC? We still have this company, or Rawabi Kurdistan again we have it, [another individual] has all legal

documents for these 2 companies.”

ii. On or about August 15, 2007, Nouri emailed Salama Markus, attaching a spreadsheet titled “INGC and ICCB.xls,” setting forth approximately 15 USACE contracts for which Nouri had submitted bids on behalf of both ICCB and INGC.

c. AL-MULLA and Nouri paid hundreds of thousands of dollars in bribes to Salama Markus in exchange for Salama Markus’ use and misuse of his official position, including the dissemination of confidential information, the recommendation of contract and modification awards, the approval of invoices, and other favorable official action.

d. Salama Markus created, maintained, and disseminated to Nouri, who passed along to AL-MULLA and others, records detailing: (a) USACE contracts awarded to certain companies, including ICCB; (b) the value of those contracts; (c) the bribe amounts owed by AL-MULLA, Nouri, and others, to Salama Markus; (d) the payments – whether by installment or lump sum – made by AL-MULLA and Nouri – to Salama Markus; and (e) in certain cases, the date on which the illegal payment was accepted in cash or deposited into a financial institution, and the foreign account into which the illegal payment was deposited.

e. AL-MULLA, Nouri, and Salama Markus discussed the scheme over Yahoo Messenger and email.

i. On or about March 22, 2007, Salama Markus told

Nouri, via email (all emails in this Indictment are quoted verbatim), to install Yahoo Messenger “so we can talk about a lot of things I don’t want to type it I emails, I guess you understand me. Make it ASAP because we will talk about future projects.” Nouri subsequently forwarded the email to AL-MULLA.

ii. On or about March 22, 2007, Salama Markus sent Nouri another email, stating, “This is my personal e-mail so you can send me any e-mail regarding our business,” referring to their scheme. Nouri subsequently forwarded the email to AL-MULLA.

f. AL-MULLA, Nouri, and Salama Markus talked over the telephone in furtherance of the scheme, sometimes while Salama Markus was located in New Jersey. For instance, on or about July 22, 2008, at approximately 2:32 p.m., Salama Markus received a telephone call in New Jersey from Nouri, which lasted approximately three minutes and ten seconds. On or about July 23, 2008, at approximately 6:28 p.m., Salama Markus received a telephone call in New Jersey from Nouri, which lasted approximately two minutes and twenty seconds. And, on or about July 26, 2008, at approximately 2:14 p.m., Salama Markus received a telephone call in New Jersey from Nouri, which lasted approximately three minutes and eight seconds.

g. AL-MULLA, Nouri, Salama Markus, and others met in person in Amman, Jordan, to discuss the payment of bribes and to transfer bribe monies. For instance, on or about June 8, 2008, AL-MULLA received an email



from Nouri saying that Salama Markus would be in Amman in July and asking AL-MULLA to go as well because, "It will be cool if we could be with him and try to pump him....etc" and AL-MULLA responded, "With pleasure."

h. AL-MULLA, Nouri and Individual 1 paid bribes and kickbacks on behalf of ICCB in connection with, but not limited to, the following USACE projects:

**I. BAYJI OIL REFINERY SECURITY ENHANCEMENTS CONTRACT**

i. In or about 2007, Salama Markus served as a member of the source selection committee to determine which contractor would be awarded the USACE Bayji Oil Refinery Security Enhancements Contract ("Bayji Oil Contract"). The Bayji Oil Contract required a contractor to make certain infrastructure improvements at the Bayji Oil Refinery in Salah ad Din Province.

ii. On or about March 23, 2007, Salama Markus sent an email to Nouri, stating, among other things, that Salama Markus would tell Nouri what Nouri "could put as price [for the Bayji Oil Contract] and in the same time will be acceptable too." Nouri forwarded the email to AL-MULLA.

iii. On or about March 28, 2007, AL-MULLA received an email from Nouri, in which Nouri stated, among other things, that Nouri had met with Salama Markus, that Salama Markus had explained the Bayji Oil Contract project to Nouri, and that Salama Markus "has requested \$350k

payment after we sign the contract and receive the 10% mobilization.”

Additionally, Nouri stated that Salama Markus “directed me to submit the bid on the last day after receiving all bids as he will open the bids and tell us what to do.” AL MULLA responded by asking for the profit margin of the project.

iv. On April 1, 2007, AL-MULLA received an email from Nouri, in which Nouri stated that, for the Bayji Oil Contract, Salama Markus “informed me on not to submit the bid until he tells me because he will inform me with price we need to put after comparing the other bids.” Nouri further noted that Salama Markus had sent Nouri the U.S. Army’s final estimate [the IGE] for the contract. AL MULLA responded that they needed Salama Markus’ help to “make sure we get paid in advance and without delay on each stage.”

v. On or about April 24, 2007, Salama Markus sent an email to Nouri in which he told Nouri, “I want you to put your total price for the sample project [Bayji Oil Contract] \$6,250,300 only no more no less.”

vi. On or about April 25, 2007, Nouri submitted a proposal on behalf of ICCB to the USACE Contracting Office for the Bayji Oil Contract, which included a bid in the amount of \$6,250,167, slightly below the bid price previously communicated to Nouri by Salama Markus.

vii. On or about April 27, 2007, Salama Markus signed a Certificate for Personnel Participating in Source Selection Concerning Nondisclosure, Conflicts of Interest, and Rules of Conduct. By that certificate, signed under the penalties of perjury, Salama Markus certified that he would

not “ask for, demand, exact, solicit, seek, accept, receive, or agree to receive, directly or indirectly, any money, gratuity, or other thing of value, from any officer, employee, representative, agent, or consultant of any competing offeror for this acquisition.”

viii. On or about May 3, 2007, the source selection committee, including Salama Markus, recommended that ICCB receive the Bayji Oil Contract. On or about May 9, 2007, USACE awarded ICCB the contract in the amount of \$6,215,167. Salama Markus was designated as the COR on the contract.

ix. On or about June 20, 2007, AL-MULLA received an email from Nouri, in which Nouri communicated Salama Markus’ request for a \$200,000 payment, as partial payment of the \$350,000 bribe amount owed by ICCB. Nouri stated, among other things: “Boss JS [John Salama] has informed me that he would like a payment as soon as we get the Baiji mobilization and I have informed that we will make a payment to you but all of it and he agreed on \$200k for now and the rest on a monthly bases.”

x. On or about June 20, 2007, acting as the COR, Salama Markus received and approved an invoice submitted to USACE by ICCB in the amount of approximately \$620,016.70 for work on the Bayji Oil Contract.

xi. On or about June 24, 2007, Salama Markus sent an email to Nouri instructing Nouri to wire the \$200,000 partial bribe payment to

two bank accounts under Salama Markus' control. Salama Markus told Nouri to send \$60,000 to a Wachovia account in the name of Salama Markus' girlfriend, and he told Nouri to send the remaining \$140,000 to "the account in Egypt," referring to an account (the "Egypt Account") located at Banque Misr in Egypt in the name of Salama Markus' father.

xii. On or about June 25, 2007, AL-MULLA received an email from Nouri, in which Nouri forwarded the June 24, 2007 email that Nouri had received from Salama Markus. Nouri stated: "Boss houb; John Salama has sent the below information for his money transfer houb."

xiii. On or about June 26, 2007, AL-MULLA responded to Nouri, via email: "Hamada, Tell him we can NOT do transfers to the US as it will be subject to questioning from an Iraqi company and will put us all at risk, we will do the whole transfer to his Egypt account when we get the money."

xiv. On or about July 2, 2007, AL MULLA received an email from Nouri, stating: He [Salama Markus] is after his \$200k, can we please transfer the money to him as he is stating that he needs it urgently. In addition he is requesting to do the transfer as below, I have informed him that we can't do transfers to US account, he said please to send to the US account because he needs it there and do it from a cash exchange and use his name. he is waiting for an answer from me Boss." Nouri attached an excerpt from a Yahoo Messenger chat with Salama Markus, in which Salama Markus stated "hi you got paid on June 26" and "the money at your account now."

xv. On or about July 2, 2007, AL MULLA received an additional email from Nouri, attaching a Yahoo Messenger chat between Nouri and Salama Markus, in which Salama Markus again requested his bribe payment, telling Nouri that ICCB had been paid and then saying, “so pleas [sic] send mine.”

xvi. On or about July 4, 2007, AL-MULLA emailed Individual 1 and copied Nouri, “JS [John Salama] agreed to get his \$200k in Egypt. Please arrange for this tomorrow if possible as we want to keep him happy. Once we do it pass the confirmation to Ahmed [Nouri] so he can tell him.”

xvii. On or about July 5, 2007, via email to Salama Markus, Nouri attached proof and record of an international wire transfer in the amount of \$200,000, which Nouri caused to be deposited into the Egypt Account. Within an hour of receiving Nouri’s email, Salama Markus forwarded proof and record of this wire transfer via email to his brother in Egypt and stated, “Ask the bank in 4 [to] 5 days you should have the money there by 10<sup>th</sup> of July.”

xviii. On or about July 17, 2007, AL-MULLA received an email from Nouri (Salama Markus received a blind copy) with the subject line “JS” [John Salama]. The email detailed the bribe amounts requested by Salama Markus, as well as the official action promised by Salama Markus, on USACE contracts, to benefit ICCB. According to the email, Salama Markus,

among other things: (i) wanted payment of the outstanding balance of \$150,000 on the agreed-upon \$350,000 bribe from ICCB in connection with the Bayji Oil Contract; (ii) assured approval and payment by USACE of an invoice submitted by ICCB in the amount of approximately \$646,934.60 for work on the Bayji Oil Contract; (iii) demanded a \$100,000 bribe payment for other contracts awarded to ICCB concerning the building of schools, as set forth in paragraphs 5(h) (IV)(i)-(vi) below; and (iv) demanded \$550,000 in exchange for ensuring that ICCB was awarded an additional four contracts, as set forth in paragraphs 5(h)(II)(i)-(xv) below. AL-MULLA also was informed by Nouri that Nouri had agreed to meet Salama Markus in Amman, Jordan, in August so that Salama Markus could receive and deposit bribe payments into his own account.

xix. On or about July 17, 2007, Salama Markus approved the invoice referred to in his July 17, 2007 email, in the amount of approximately \$646,934.60, for work on the Bayji Oil Contract. Salama Markus approved additional invoices for the Bayji Oil Contract, in the following approximate amounts on or about the following dates: August 3, 2007 (\$1,699,214.40); November 23, 2007 (\$1,970,307.81); February 12, 2008 (\$882,958.95); and June 9, 2008 (\$100,820.79).

xx. On or about July 18, 2007, AL-MULLA replied to Nouri via email, and conditioned the bribe payments to Salama Markus on Salama Markus approving ICCB invoices. AL-MULLA wrote: "Hamada; If we don't get

fresh payments we can not pay him....it is VERY tight in Amman so as soon as he clears our old invoices the more chance he has to get paid ...PHC's, NEW SCHOOLS, Increase the Baiji payment etc..”

**II. CONSTRUCTION-RELATED PROJECTS IN NORTHERN IRAQ (ADDITIONAL BAYJI OIL REFINERY WORK AND TAZA POWER STATION SECURITY IMPROVEMENTS)**

i. On or about or about June 12, 2007, ICCB was among a pool of contractors awarded a contract for construction and construction-related projects in Northern Iraq in an amount not to exceed \$7,000,000.

Under the contract, ICCB, along with the other contractors in the designated pool, was eligible to bid on individual task orders under the contract, primarily related to additional work to be performed at the Bayji Oil Refinery. Salama Markus was designated as the COR on the contract.

ii. As set forth above, on or about July 17, 2007, Nouri advised AL-MULLA, via email, that Salama Markus assured the future award of four contracts to ICCB – a Bayji substation, a substation in Taza, Kirkuk, and two additional contracts “for the [Bayji Oil] refinery” – in exchange for a bribe payment of approximately \$550,000.

iii. Over the course of the following eleven days, each of these four contracts was awarded to ICCB:

A. On or about July 22, 2007, the contract for construction-related projects in Northern Iraq Task Order 0005, relating to

Bayji Oil Refinery Security, a/k/a/ "Bayji ESF Security Part 2," was awarded to ICCB in the amount of approximately \$3,988,140. This contract required a variety of infrastructure improvements at the Bayji Oil Refinery. Salama Markus approved invoices in connection with this contract.

B. On or about July 25, 2007, the contract for construction-related projects in Northern Iraq Task Order 0001, relating to Bayji Substation Security, was awarded to ICCB in the amount of approximately \$510,306. This contract required the provision of services necessary to design and construct improvements to an electrical substation in Bayji. Salama Markus approved invoices in connection with this contract.

C. On or about July 25, 2007, the contract for construction-related projects in Northern Iraq Task Order 0002, relating to Taza Power Station Security Improvements, was awarded to ICCB in the amount of approximately \$219,523. This contract required the provision of services necessary to the design and construction of security features in Taza.

D. On or about July 28, 2007, the contract for construction-related projects in Northern Iraq Task Order 0004, relating to Bayji Oil Refinery Lighting, was awarded to ICCB in the amount of \$1,590,274. This contract required the provision and installation of, among other things: waterproof lighting, transformers, high-tension fuses, circuit breakers, a grounding system, and lighting poles. Salama Markus approved invoices in connection with this contract.



iv. On or about August 2, 2007, AL-MULLA received an email from Nouri, in which Nouri attached a Yahoo Messenger chat between Nouri and Salama Markus. In the attached Yahoo Messenger chat, Salama Markus told Nouri to “make sure my 750k ready” and told Nouri that Nouri could submit another invoice in the middle of August. Above the attached Yahoo Messenger chat, Nouri wrote to AL-MULLA:

HI houb how are you habib inshallah all is well, Boss JS is asking for the money for the projects and he wants the remaining \$750k for him when he gets into Amman (we have received the \$600k and we will get \$1.88m on the 13<sup>th</sup> of August and will submit another invoice b4 the middle of August and will make sure it will be a fat invoice .... please advice and lets keep him happy if we can Boss, in addition he asked that all future projects he wants the payment after we get the award because he needs the money lease Boss advice, I have been telling him that we will do what he is asking for lets keep him happy Boss. Below is the latest conversation with him Boss. Take care habib and speak soon inshallah.

v. On or about August 15, 2007, AL-MULLA received an email from Nouri. Nouri stated:

Boss; How are you I hope all is well and I missed you and looking forward to see you soon inshallah. Boss JS is arriving Tuesday the 21<sup>st</sup> and he has been reminding me about the money \$750k and I have been telling him the money will be ready.....we need you approval to draw the money and give it to him so he can open an account or transfer the money or do what we wants with it, please advice. In addition he reminded me about the future projects that he needs to get paid as soon as they award the contract and I have told him it shouldn't be a problem and I have told him that he will meet the big boss (you) and can tell you that him self. Looking forwarding to hearing from you.

vi. On or about August 15, 2007, AL-MULLA responded, via email, to Nouri, asking for a breakdown by contract of the bribe amounts that they had agreed to pay to Salama Markus. AL-MULLA wrote:

Habib; I am well and hope you to in good shape. Can you please send me a break-down of what we are paying for contract by contract so I can understand the situation, I don't want him to be paid 100% in advance that he loses interest in paying us. I hope you can send me this info soonest.

vii. On or about August 16, 2007, AL-MULLA received an email response from Nouri:

Boss; Find attached the break down. He [Salama Markus] is requesting 8% but I have told him that we made an agreement before and can't change it now, but for the future projects we will sit all of us and make a deal. Boss me to I don't want to cool down but I don't think he will because I think he needs lots of money and there are couple of projects inshallah will be ours as well which will be decided on within the next couple of days. I want to show him the money so he will be very comfortable and relaxed when dealing with us and I want him to know that when we promises will deliver, our relation with him is very good now but I would like to make it excellent and when we will reach this stage we will get more and more inshallah. He keeps reminding me about the money on a daily basis and I really want to make him happy and I can assure you that he want cool down and we have the incentives because there are more projects will be ours inshallah and he wants his share. That's my opinion Boss and I will do what ever you say Habib but please lets keep him happy. See you on the 23<sup>rd</sup> inshallah houb, kisses to all of you.

Nouri attached a spreadsheet listing each contract awarded to ICCB, the amount

of the contract, and the bribe payment for each contract demanded by Salama Markus. On the spreadsheet, Nouri listed 7 separate contracts, and he listed total bribe payments to Salama Markus of approximately \$1,000,000.

viii. On or about August 16, 2007, AL-MULLA responded to Nouri's prior email and agreed to release the bribe payments to Salama Markus. AL-MULLA said: "Ok habib cash him [Salama Markus] the money, but looking at Baiji total payments it will be more than 7%??? I thought he is on 7%? And in the future we can pay him pro-rata 7% of what ever we receive and not in advance."

ix. On or about August 16, 2007, AL-MULLA received an email from Nouri:

Thank you houb; He [Salama Markus] wanted a 7% of the total contracts value boss and he felt that he should get more than \$50k for the schools....and for the future projects Boss he wants to increase the % he gets and in advance But I have told him that when we will meet all of us in Amman will finlize every think about the future projects with you. Thanx houb and see you on the 23<sup>rd</sup> inshallah.

x. On or about August 18, 2007, Salama Markus approved ICCB's first invoice in the amount of \$747,643 relating to the contract for construction-related Projects in Northern Iraq Task Order 0005.

xi. On or about August 22, 2007, AL-MULLA met Nouri, Salama Markus, and Individual 1 in Amman, Jordan. AL-MULLA authorized the payment of \$750,000 to Salama Markus, in cash. At the ICCB offices in

Amman, Individual 1 and Nouri gave Salama Markus a bag containing approximately \$750,000 in cash.

xii. In Jordan, on or about August 22, 2007, Salama Markus opened Jordan Account #1 and Jordan Account #2 at a bank in Amman in order to deposit bribe and kickback payments. Salama Markus deposited a portion of the \$750,000 cash bribes into these accounts. Specifically, on the same date that Salama Markus opened these accounts, he made the following deposits: 142,000 Jordan dinar in cash (converted to \$200,000) into Jordan Account #1; and 63,900 Jordan dinar in cash (converted to \$90,000) into Jordan Account #2.

xiii. On or about August 23, 2007, AL-MULLA met Salama Markus and Nouri for lunch in Amman. AL-MULLA and Salama Markus discussed rigging bids for USACE contracts by submitting bids under multiple companies. AL-MULLA also agreed to pay Salama Markus a percentage of future contracts awarded to ICCB.

xiv. On or about December 18, 2007, ICCB caused \$275,000 to be wired to the Egypt Account. On or about January 1, 2008, Nouri emailed a record of this wire transfer to Salama Markus and wrote, "Papers for the 275." According to a spreadsheet kept by Salama Markus and emailed to Nouri, this \$275,000 transfer comprised, in part, payment for the additional Bayji contracts.

xv. Salama Markus continued to approve invoices related

to these contracts. For example, on or about February 12, 2008, while in Iraq, Salama Markus approved an invoice submitted by ICCB in the amount of approximately \$131,355.41, relating to construction-related projects in Northern Iraq Task Order 0001 (Bayji Substation Security).

### **III. BAQUBAH LANDFILL CONTRACT**

i. On or about September 22, 2007, ICCB submitted a proposal to the USACE Contracting Office for the Baqubah Landfill Contract. Fulfillment of the contract required a contractor to design and construct a municipal solid waste, construction, and debris landfill, to include a surface water management system and supporting facilities, in Baqubah, Diyala Province.

ii. On or about October 31, 2007, Salama Markus sent Nouri the following email:

Subject: **new sheet**

Her[e] you go

John

Attached to this message was a spreadsheet entitled "Deal W Hamada.xls," listing, among other things, contracts that had been awarded to ICCB, including the Baqubah Landfill Contract and its associated contract value of \$6,893,205. Also included on the spreadsheet were columns titled "Percentage" and "5% from Total," detailing, respectively, the amount of money that Salama Markus was soliciting from ICCB in exchange for the contract

award and, in comparison to his demand, five percent of the contract value.

According to the spreadsheet, Salama Markus demanded approximately \$360,000 – or 5.22% – from ICCB for the Baqubah Landfill Contract.

iii. Approximately ten days later, on or about November 11, 2007, the USACE Contracting Office awarded ICCB the Baqubah Landfill Contract valued at approximately \$6,893,205.

iv. On or about November 26, 2007, AL-MULLA received an email from Nouri, in which Nouri said, among other things, “I cut a deal with JS [Salama Markus] for the land fill, the deal is a fixed price and not % of the contract. He agreed to get \$340k for the land fill (the contract value is \$6,893,205), and he agreed for the amount to be paid in 2 installments \$170k each, the first one is early December and the second one end of December.”

v. On or about December 5, 2007, Nouri sent an email to Individual 1 and said, “please I want you to make sure JS money will be paid the first amount in the next few days and the other amount end of the year.” Nouri attached a Yahoo Messenger chat with Salama Markus, in which Salama Markus told Nouri to have money sent to an account in Jordan, and Nouri responded that the “the first part will be at you account within the next few days.” On that same day, Individual 1 responded, telling Nouri that “tomorrow I will take the \$170k from the Bank, and will keep it till Sunday in the company [ICCB], and on Sunday we will deposit it in his account.”

vi. On or about December 6, 2007, Salama Markus sent

an email to Nouri, with the subject “bank account,” in which he said, “Attached are the bank account on Egypt and Jordan.” Salama Markus attached to this email detailed account information for Jordan Account #1 and the Egypt Account.

vii. On or about December 9, 2007, Individual 1 used a money exchange service in Jordan to wire approximately \$170,000 into the Egypt Account. On or about December 10, 2007, Individual 1 sent a copy of the money transfer confirmation to Nouri, writing, “Habibi, please find attached money transfer for JS.”

viii. On or about January 3, 2008, Nouri wired \$160,000, a portion of the remaining bribe payment due on the Baqubah Landfill Contract, to the Egypt Account.

ix. On or about March 27, 2008, USACE issued a “stop work” order for the Baqubah Landfill Contract after it was determined that the site was unsuitable for a landfill.

x. On or about June 28, 2008, USACE issued a notice Termination for Convenience to ICCB, which then submitted a proposed settlement requesting \$348,148 for work completed on the Baqubah Landfill Contract. This proposed settlement was rejected by USACE; a settlement proposal in the amount of \$116,508 instead was offered to ICCB.

xi. On or about November 21, 2008, ICCB submitted an invoice in the amount of approximately \$116,508 to USACE and was later paid

that amount.

xii. On or about December 4, 2008, Nouri sent Salama Markus an email saying that the Bagubah Landfill Contract had been terminated, and that ICCB had received \$116,508 but had paid Salama Markus \$340,000 in bribes.

#### **IV. SCHOOL CONSTRUCTION PROJECTS**

i. On or about June 15, 2007, after receiving an email notification from the USACE Contracting Office of an award to ICCB to construct a 12-room school in Said Sadiq, Sulaymaniyah Province, valued at approximately \$981,221.07, Nouri forwarded the notification to Salama Markus, noting: “[W]e did it.”

ii. On or about June 15, 2007, Salama Markus responded by email to Nouri’s email, and asked, “[S]o how much you owe me now? [C]ongratulation we deserve it. [A]nd more to come.”

iii. On or about July 3, 2007, Nouri received notification that ICCB had been awarded a USACE contract for approximately \$960,408.70 to construct another 12-room school, in Saraway Kharaw.

iv. On or about July 17, 2007, as set forth above in paragraph 5(h)(I)(xviii), AL-MULLA received an email from Nouri. In that email, among other things, Nouri communicated Salama Markus’ demand for a \$100,000 bribe payment for contracts awarded to ICCB for the building of the Said Sadiq School and the Saraway Kharaw School.



v. On or about July 21, 2007, AL-MULLA received an email from Nouri, in which Nouri asked to pay Salama Markus \$50,000 to “keep him happy.” AL MULLA responded that same day via email that “it is OK as long as you manage your cash-flow and don’t ask for another transfer before we get money in from new invoices.”

vi. On or about July 24, 2007, Nouri emailed AL-MULLA and confirmed, “I have paid JS [John Salama] \$50k from the money you have transferred (\$300k)...”

6. On or about the dates set forth below, in Iraq, Jordan, New Jersey, and elsewhere, in an offense begun outside the jurisdiction of any particular State or district of the United States, and in the District of New Jersey, and for the purpose of executing this scheme and artifice to defraud, the defendant,

**SHWAN AL-MULLA,**

who will be first brought to and arrested in the District of New Jersey and whose point of entry into the United States will be the District of New Jersey, did knowingly and intentionally transmit and cause to be transmitted by means of wire communications in interstate and foreign commerce certain writings, signs, signals, pictures, and sounds, as described below:

<b>COUNT</b>	<b>APPROXIMATE DATE</b>	<b>INTERSTATE OR FOREIGN WIRE TRANSMISSION DESCRIPTION</b>
1	7/5/07	\$200,000 wire transfer from Jordan to the Egypt Account

2	7/18/07	Email from AL-MULLA to Nouri
3	8/16/07	Email from AL-MULLA to Nouri
4	12/9/07	\$170,000 wire transfer from Jordan to the Egypt Account
5	7/22/08	Telephone call from Nouri to Salama Markus
6	7/23/08	Telephone call from Nouri to Salama Markus
7	7/26/08	Telephone call from Nouri to Salama Markus

In violation of Title 18, United States Code, Sections 1343, 1346, and Section 2.

**COUNT 8**  
**(Conspiracy)**

1. Paragraphs 1, 2, and 5 of Counts 1 to 7 of this Indictment are realleged and incorporated as though fully set forth herein.

2. From in or about March 2007 to in or about August 2009, in Iraq, Jordan, and elsewhere, in an offense begun outside the jurisdiction of any particular State or district of the United States, in the District of New Jersey, the defendant,

**SHWAN AL-MULLA,**

who will be first brought to and arrested in the District of New Jersey and whose point of entry into the United States will be the District of New Jersey, did knowingly and intentionally conspire and agree with Nouri and others to:

- a. defraud the United States by impairing, impeding, and defeating the lawful functions of USACE; and
- b. commit an offense against the United States, that is, to directly and indirectly, corruptly give, offer, and promise a thing of value to a public official, namely Salama Markus, with intent to influence an official act, influence a public official to commit and aid in committing and to collude in, and allow, and to make opportunity for the commission of a fraud on the United States, and induce a public official to do an act and omit to do an act in violation of his official duty, contrary to Title 18, United States Code, Section 201(b)(1).

**Goal of the Conspiracy**

3. It was the goal of the conspiracy for AL-MULLA and Nouri to profit personally by giving, offering, and promising bribe and kickback payments to Salama Markus, in exchange for Salama Markus using and misusing his official position to award millions of dollars in USACE Iraqi reconstruction contracts to ICCB.

**Manner and Means of the Conspiracy**

4. It was part of the conspiracy that:
- a. AL-MULLA and Nouri, on behalf of ICCB, received from Salama Markus confidential USACE information concerning IGEs, bids, and the selection process.
  - b. Nouri, with Salama Markus' knowledge, submitted bids on behalf of multiple companies, including ICCB, for the same USACE contract.
  - c. AL-MULLA and Nouri paid hundreds of thousands of dollars in bribes to Salama Markus in exchange for Salama Markus' use and misuse of his official position, including the dissemination of confidential information, the recommendation of contract and modification awards, the approval of invoices, and other favorable official action.
  - d. Salama Markus created, maintained and disseminated to Nouri, who passed along to AL-MULLA and others, records detailing: (a) USACE contracts awarded to certain companies, including ICCB; (b) the value of those contracts; (c) the bribe amounts owed by AL-MULLA, Nouri, and others, to

Salama Markus; (d) the payments – whether by installment or lump sum – made by AL-MULLA and Nouri – to Salama Markus; and (e) in certain cases, the date on which the illegal payment was accepted in cash or deposited into a financial institution, and the foreign account into which the illegal payment was deposited.

e. AL-MULLA, Nouri, and Salama Markus discussed the scheme over Yahoo Messenger and email.

f. AL-MULLA, Nouri, and Salama Markus talked over the phone in furtherance of the scheme, sometimes while Salama Markus was located in New Jersey.

g. AL-MULLA, Nouri, Salama Markus, and others met in person in Amman, Jordan, to discuss the payment of bribes and to transfer bribe monies.

5. In furtherance of the conspiracy and to effect the conspiracy's goal, AL-MULLA, Nouri, Salama Markus, and their co-conspirators committed and caused to be committed the following overt acts, among others:

<b>OVERT ACT NO.</b>	<b>DATE</b>	<b>DESCRIPTION OF OVERT ACT</b>
1	3/28/07	AL-MULLA received email from Nouri described in Counts 1 to 7, paragraph 5(h)(I)(iii)
2	6/20/07	AL-MULLA received email from Nouri described in Counts 1 to 7, paragraph 5(h)(I)(ix)

3	6/26/07	Email from AL-MULLA to Nouri described in Counts 1 to 7, paragraph 5(h)(I)(xiii)
4	7/4/07	Email from AL-MULLA to Nouri described in Counts 1 to 7, paragraph 5(h)(I)(xvi)
5	7/5/07	Salama Markus received a \$200,000 wire transfer described in Counts 1 to 7, paragraph 5(h)(I)(xvii)
6	8/15/07	Email from AL-MULLA to Nouri described in Counts 1 to 7, paragraph 5(h)(II)(vi)
7	8/16/07	Email from AL-MULLA to Nouri described in Counts 1 to 7, paragraph 5(h)(II)(viii)
8	8/22/07	Salama Markus opening bank accounts in Amman, Jordan, described in Counts 1 to 7, paragraph 5(h)(II)(xii)
9	12/9/07	Salama Markus received a \$170,000 wire transfer described in Counts 1 to 7, paragraph 5(h)(III)(vii)
10	7/21/07	Email from AL-MULLA to Nouri described in Counts 1 to 7, paragraph 5(h)(IV)(v)
11	7/22/08	Telephone call from Nouri to Salama Markus described in Counts 1 to 7, paragraph 5(f)
12	7/23/08	Telephone call from Nouri to Salama Markus described in Counts 1 to 7, paragraph 5(f)
13	7/26/08	Telephone call from Nouri to Salama Markus described in Counts 1 to 7, paragraph 5(f)

In violation of Title 18, United States Code, Section 371.

### **FORFEITURE ALLEGATION**

1. The allegations contained in Counts 1 to 8 of this Indictment are hereby realleged and incorporated by reference for the purpose of noticing forfeitures pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c).

2. Pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c), upon conviction of: (a) wire fraud, in violation of Title 18, United States Code, Section 1343, as charged in Counts 1 to 7 of this Indictment; and (b) conspiracy to commit the offense of bribery, contrary to Title 18, United States Code, Section 201, in violation of Title 18, United States Code, Section 371, as charged in Count 8 of this Indictment, AL-MULLA shall forfeit to the United States of America all property, real and personal, AL-MULLA obtained that constitutes or is derived from proceeds traceable to the commission of these offenses, and all property traceable thereto.

3. If any of the property described above, as a result of any act or omission of AL-MULLA:

- 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 of America shall be entitled to forfeiture of substitute property up to the value of the property described above in paragraph 2, pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c.).

A TRUE BILL

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FOREPERSON

*Craig Carpenito*  
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CRAIG CARPENITO  
United States Attorney



**CASE NUMBER: 20-107-BRM**

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**United States District Court  
District of New Jersey**

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**UNITED STATES OF AMERICA**

**v.**

**SHWAN AL-MULLA**

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**INDICTMENT FOR**

18 U.S.C. § 371, 1343, 1346, 2  
18 U.S.C. § 981(a)(1)(C)  
28 U.S.C. § 2461

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**A TRUE BILL,**

**Foreperson**

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**CRAIG CARPENITO**

*U.S. ATTORNEY  
NEWARK, NEW JERSEY*

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**RAHUL AGARWAL**  
*ASSISTANT U.S. ATTORNEY  
(973) 297-4395*

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