

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

UNITED STATES OF AMERICA,)	
)	Criminal No.
)	
v.)	<u>Count One</u> : 18 U.S.C. § 201(b)(1)(A)
)	(Bribery)
)	
TERRY HALL,)	<u>Criminal Forfeiture</u>
)	18 U.S.C. § 981(a)(1)(C)
Defendant.)	28 U.S.C. § 2461(c)
)	

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NANCY MAYER WHITTINGTON, CLERK
U.S. DISTRICT COURT

INDICTMENT

The Grand Jury charges that at all times relevant to the Indictment:

BACKGROUND

1. Terry Hall ("HALL") operated companies that had contracts with the U.S. military in Kuwait, including Freedom Consulting and Catering Co., U.S. Eagles Services Corp., and Total Government Allegiance. In 2005 and 2006, HALL's companies received over \$20 million in revenue from the Department of Defense. This revenue came from military contracts, blanket purchase agreements ("BPAs"), and calls under those BPAs, for providing, among other things, bottled water to the U.S. military in Kuwait. BPAs are contracts in which the Department of Defense agrees to pay a contractor a specified price for supplies and may order on an ongoing basis whatever quantity of such supplies the Department of Defense requires; the contractor is then obligated to deliver the supplies as requested at the agreed-upon price. Requests under such BPA's are called "calls."

2. An Army Major served as an Army contracting officer at Camp Arifjan near Kuwait City, Kuwait in 2005 and 2006. During that period, the Army Major made millions of dollars worth of calls on a BPAs for bottled water in Kuwait in favor of companies operated by

the defendant HALL.

COUNT ONE
18 U.S.C. § 201(b)(1)(A)
(Bribery)

3. Beginning in or about January 2005 and continuing until at least in or about fall 2006, the exact dates being unknown, in Kuwait and elsewhere, Defendant

TERRY HALL

directly and indirectly, corruptly did give, offer, and promise a thing of value to a public official to influence an official act; that is, HALL offered and paid money and other things of value to a U.S. military contracting officer assigned to Camp Arifjan, Kuwait, to wit, an Army Major, in order to influence official acts of the Army Major, including calls on the award of bottled water BPAs.

(All in violation of Title 18, United States Code, Sections 201(b)(1)(A) and 3238.)

Paragraphs 1 through 3 of this Indictment are incorporated by reference as if fully stated herein, and the following is further alleged:

CRIMINAL FORFEITURE

4. Pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), HALL, once convicted of Count One shall forfeit to the United States the following:

a. All right, title, and interest in any and all property involved in the violation of Title 18, United States Code, Section 201, for which the defendant is convicted, and all property traceable to such property, including all money or other property that was the subject of the violation of Section 201.

b. A sum of money equal to the total amount of money involved in the offense in violation of 18 U.S.C. § 201, as charged in Count 1, for which the defendant is convicted.

5. Pursuant to 21 U.S.C. § 853(p), as incorporated by 28 U.S.C. § 2461(c), the defendant shall forfeit substitute property, up to the value of the amount described in the foregoing paragraphs, if, by any act or omission of the defendant, the property described in such paragraphs, or any portion thereof, cannot be located upon the exercise of due diligence; has been transferred, sold to or deposited with a third party; has been placed beyond the jurisdiction of the court; has been substantially diminished in value; or has been commingled with other property which cannot be divided without difficulty.

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

A TRUE BILL

FOREPERSON OF THE GRAND JURY

approved by:

WILLIAM M. WELCH II
Chief, Public Integrity Section
Criminal Division



Ann C. Brickley
Peter C. Sprung
Trial Attorneys