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UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA

Hon.

v.

JOHN ALFY SALAMA MARKUS,  
a/k/a "John Salama,"  
a/k/a "John Alfy Salama,"  
a/k/a "Habib,"  
AHMED NOURI,  
a/k/a "Ahmed Bahjat,"  
a/k/a "Hamada,"  
ONISEM GOMEZ,  
a/k/a "Oni Gomez,"  
MITHAQ AL-FAHAL,  
a/k/a "Mithaq Mahmood Al-Fahal," and  
AMMAR AL-JOBORY,  
a/k/a "Ammar Hussein Muhammed Al-Jobory,"  
a/k/a "Big Ammar"

18 U.S.C. §§ 371, 981(a)(1)(C),  
982, 1343, 1346, 1952(a)(1) and (3),  
1957, and § 2;  
26 U.S.C. § 7206(1);  
28 U.S.C. § 2461;  
31 U.S.C. §§ 5314 and 5322(a)

Crim. No. 11- **CR 366 (JLL)**

**INDICTMENT**

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

**COUNTS 1 - 11**

**(Scheme to Defraud the United States of  
Defendants SALAMA MARKUS' and GOMEZ'S Honest Services)**

**Individuals and Entities**

1. Defendant JOHN ALFY SALAMA MARKUS, a/k/a "John Salama," a/k/a "John Alfy Salama," a/k/a "Habib" ("defendant SALAMA MARKUS"), a United States citizen born in Egypt, was a resident of New Jersey during times relevant to Counts 1 to 11 of this Indictment. Defendant SALAMA MARKUS was a United States Army Corps of Engineers ("USACE") employee deployed to the Gulf Region North Engineering and Construction Division ("Engineering & Construction") at Contingency Operating Base Speicher ("COB Speicher") in

Certified as a true copy on  
This Date: 6/3/11  
By: M. Deaton  
Deputy

Tikrit, Iraq from in or about September 2005 to in or about July 2008. The USACE is a division of the Department of Defense, Department of the Army. The mission of the USACE is to protect the United States' interests abroad by using engineering expertise to promote stability and improve quality of life.

2. In his capacity as a USACE employee, defendant SALAMA MARKUS was involved in: (a) the review and award process for contractors seeking lucrative reconstruction contracts with the USACE in Iraq, and (b) the administration, oversight and modification of such contracts, post-award. Defendant SALAMA MARKUS had access to confidential internal pricing information prepared by the USACE, as well as contractors' competitive bids. On certain contracts, defendant 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. Defendant SALAMA MARKUS earned an annual salary of between \$150,000 - \$200,000 from the USACE.

3. Defendant SALAMA MARKUS was married to an individual ("SALAMA MARKUS' Wife") in August 2008. Prior to that, from in or about December 2006, they were dating. In or about October 2008, they moved into a residence that they had paid to be constructed at 404 Jacob Court, Nazareth, Pennsylvania (the "SALAMA MARKUS RESIDENCE").

4. In or about January 2008, SALAMA MARKUS and SALAMA MARKUS' Wife incorporated "Mookie Enterprises LLC" in the State of New Jersey. Incorporation records named SALAMA MARKUS, SALAMA MARKUS' Wife and SALAMA MARKUS' brother in Egypt as the authorized representatives of Mookie Enterprises LLC. Defendant SALAMA

MARKUS also incorporated Quantum Investments LLC in or about October 2008 in Pennsylvania.

5. Defendant AHMED NOURI, a/k/a “Ahmed Bahjat,” a/k/a “Hamada” (“defendant NOURI”), a British citizen born in Iraq, was Vice President of Operations for Iraqi Consultants & Construction Bureau (“ICCB”), a privately owned foreign engineering and construction company that sought and was awarded Iraqi reconstruction contracts by USACE Gulf Region North. Defendant NOURI reported to another British citizen born in Iraq who founded ICCB (“ICCB’s Founder”). Defendant NOURI also established and served as the principal of Ramiz Al-Iraq and Silsilat Himreen, which companies sought and were awarded Iraqi reconstruction contracts in the Gulf Region North. Defendant NOURI also was associated with the following companies seeking Iraqi reconstruction contracts in the Gulf Region North: Iraq Al-Nahid For General Contracting (“INGC”); Rawabi Kurdistan; Thu Al-Figar; Sakir Al-Amjad; and Al-Ameed. Defendant SALAMA MARKUS often referred to defendant NOURI as “Hamada”; defendant NOURI often referred to defendant SALAMA MARKUS as “Habib,” an Arabic term of endearment for friends. Defendant NOURI and ICCB’s Founder attended defendant SALAMA MARKUS’ wedding in or about August 2008 in Princeton, New Jersey.

6. Defendant NOURI was married to a British citizen born in Lebanon (“NOURI’S Wife”), who served as Chief of Accounts for Ramiz Al-Iraq and conducted financial transactions on behalf of Silsilat Himreen, which companies shared a bank account.

7. In or about July 2008, using the name of one of defendant NOURI’s companies, defendant SALAMA MARKUS and SALAMA MARKUS’ Wife incorporated a second LLC in the State of New Jersey – Mookie Enterprises and Ramiz Al-Iraq Joint Venture LLC.

Incorporation records named defendant SALAMA MARKUS, SALAMA MARKUS' Wife and SALAMA MARKUS' brother in Egypt as the authorized representatives of Mookie Enterprises and Ramiz Al-Iraq Joint Venture LLC.

8. Defendant ONISEM GOMEZ, a/k/a "Oni Gomez," ("defendant GOMEZ"), a United States citizen born in Panama, was a Project Engineer for the USACE from between in or about June 2002 to in or about December 2008. Defendant GOMEZ was deployed to the Gulf Region North from in or about October 2007 to in or about October 2008, where he worked with defendant SALAMA MARKUS at COB Speicher. In his capacity as a USACE employee, defendant GOMEZ was involved in the administration, oversight and modification of contracts.

9. From in or about May 2006 to in or about March 2008, defendant AMMAR AL-JOBORY, a/k/a "Ammar Hussein Muhammed Al-Jobory," a/k/a "Big Ammar," ("defendant AL-JOBORY") an Iraqi citizen, was employed under a USACE services contract as a Deputy Resident Engineer, acting as a "local associate" for Iraqi reconstruction contracts awarded by the USACE in the Gulf Region North. In this capacity, defendant AL-JOBORY was to assist Project Engineers and other USACE employees working at COB Speicher in Tikrit in overseeing USACE reconstruction contracts in dangerous and unstable areas outside the base perimeter. Duties of a Deputy Resident Engineer included visiting active construction sites, acting as a liaison between Arabic-speaking contractors and USACE Project Engineers, and providing progress updates to the USACE when Project Engineers were unable to conduct their own on-site visits. In his capacity as a Deputy Resident Engineer, defendant AL-JOBORY worked with defendants SALAMA MARKUS and GOMEZ, who called defendant AL-JOBORY "Big Ammar."

10. Defendant MITHAQ AL-FAHAL, a/k/a "Mithaq Mahmood Al-Fahal" ("defendant AL-FAHAL") was a Senior Project Manager at Sakar Al-Fahal, a privately owned foreign engineering and construction company that sought and was awarded Iraqi reconstruction contracts by the USACE in the Gulf Region North.

11. Al-Jubori Company, a/k/a "Dar Al-Jubori," a privately owned foreign engineering and construction company sought and was awarded Iraqi reconstruction contracts by the USACE in the Gulf Region North. Defendant AL-FAHAL conducted business on behalf of Al-Jubori Company.

12. Sakar Al-Fahal and Al-Jubori Company did not operate independently. The two companies shared an office.

#### **Foreign Bank Accounts**

13. At all times relevant to Counts 1 to 11 of this Indictment:

a. There was a U.S. Dollar bank account located at Banque Misr in Egypt in the name of defendant SALAMA MARKUS' father, which account number ended with the numbers "42393" ("Banque Misr Account #1").

b. There was a U.S. Dollar bank account located at Banque Misr in Egypt in the name of defendant SALAMA MARKUS' brother, which account number ended with the numbers "25916" ("Banque Misr Account #2").

c. Sakar Al-Fahal and Al-Jubori Company shared a bank account at the Bank of Baghdad ("Bank of Baghdad Account").

d. Defendant SALAMA MARKUS opened a U.S. Dollar term deposit bank account at the Housing Bank for Trade & Finance in Jordan on or about August 22, 2007, which

account number ended with the numbers “70220” (“Housing Bank Account #1”).

e. Defendant SALAMA MARKUS opened a checking account at The Housing Bank for Trade & Finance in Jordan on or about August 22, 2007, which account number ended with the numbers “70201” (“Housing Bank Account #2”).

f. Defendant SALAMA MARKUS held an account at The Housing Bank for Trade & Finance in Jordan, which account number ended with the numbers “80220” (“Housing Bank Account #3”).

g. Defendant SALAMA MARKUS held an account at Arab Banking Corporation in Jordan, which account number ended with the numbers “49601” (“SALAMA MARKUS Arab Banking Corporation Account”).

h. Defendant NOURI and NOURI’S Wife held a joint bank account at Arab Banking Corporation in Jordan, which account number ended with the numbers “22301” (“NOURI Arab Banking Corporation Account”).

i. Defendant NOURI held a bank account at Audi Bank S.A.L. in Jordan (“Audi Bank Account”).

j. There was a bank account at Premier Banco in Panama in the name of defendant GOMEZ (“GOMEZ’S Panamanian Bank Account”).

#### **Domestic Bank Accounts**

14. At all times relevant to Counts 1 to 11 of this Indictment:

a. There was an insured Wachovia bank account in New Jersey:

i. in the names of defendant SALAMA MARKUS and SALAMA MARKUS’ Wife, which account number ended with the numbers “8565” (“NJ Wachovia Account #1”).

- ii. in the names of defendant SALAMA MARKUS with SALAMA MARKUS' Wife, as power of attorney which account number ended with the numbers "0860" ("NJ Wachovia Account #2").
  - iii. in the names of defendant SALAMA MARKUS and SALAMA MARKUS' Wife, which account number ended with the numbers "7919" ("NJ Wachovia Account #3").
  - iv. in the name of SALAMA MARKUS' Wife, which account number ended with the numbers "7753" ("NJ Wachovia Account #4").
  - v. in the names of defendant SALAMA MARKUS and SALAMA MARKUS' Wife, which account number ended with the numbers "5777" ("NJ Wachovia Account #5").
  - vi. in the names of defendant SALAMA MARKUS and SALAMA MARKUS' Wife, which account number ended with the numbers "8711" ("NJ Wachovia Account #6").
  - vii. in the name of Mookie Enterprises, LLC, which account number ended with the numbers "4662" ("NJ Wachovia Account #7"), opened by defendant SALAMA MARKUS and SALAMA MARKUS' Wife.
  - viii. in the name of Mookie Enterprises, LLC, which account number ended with the numbers "5340" ("NJ Wachovia Account #8"), opened by defendant SALAMA MARKUS and SALAMA MARKUS' Wife.
- b. There was an insured Bank of America account in New Jersey:
- i. in the names of defendant SALAMA MARKUS and SALAMA MARKUS' Wife, which account number ended with the numbers "9755" ("NJ Bank of America Account #1").
  - ii. in the names of defendant SALAMA MARKUS and SALAMA MARKUS' Wife, which account number ended with the numbers "7605" ("NJ Bank of America Account #2").
  - iii. in the names of defendant SALAMA MARKUS and SALAMA MARKUS' Wife, which account number ended with the numbers "0289" ("NJ Bank of America Account #3").

iv. in the names of defendant SALAMA MARKUS and SALAMA MARKUS' Wife, which account number ended with the numbers "7139" ("NJ Bank of America Account #4").

c. There was an insured People First bank account which account number ended with numbers 4550 opened in Pennsylvania in the name of defendant SALAMA MARKUS with an address of record in New Jersey (the "People First Account").

d. There was an insured National City Bank account in Pennsylvania held jointly by defendant SALAMA MARKUS and another girlfriend (the "National City Account").

e. There was an insured Wachovia bank account in Pennsylvania held in the name of Quantum Investments (the "PA Wachovia Account").

f. There was an insured Bank of America accounts in Pennsylvania held in the names of defendant SALAMA MARKUS and SALAMA MARKUS' Wife, which account number ended with the numbers "7944" (the "PA Bank of America Account").

g. There was an insured Sterling Savings Bank account in the state of Washington held by defendant GOMEZ ("GOMEZ'S Washington Bank Account").

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

15. The process for the award of USACE contracts for reconstruction projects in the Gulf Region North typically was conducted 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. Following development of a bid solicitation package, the Contracting



Office posted a bid solicitation or Request For Proposal (“RFP”) for contractors. Generally, a contract resulting from an RFP – as opposed to another form of solicitation – 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 the USACE provided all designs to the willing contractor, who then only had to build to specification, or “Design-Build” – where the USACE required contractors to submit at least a portion of the design which it would be responsible for constructing. The RFP further provided a deadline for the submission of all proposals.

d. Contractors were not provided information regarding pricing. USACE regulations prohibited the disclosure of the IGE to contractors submitting proposals.

e. 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.

f. Following the RFP deadline, it was the practice of the Contracting Office to review the proposals for bid amounts, and then select between three to five proposals containing the lowest bids to move on for further review by a Technical Evaluation Board (“TEB”), also sometimes called a “source selection committee.” A TEB would consist of approximately two to five 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 concerning the technical ability of the contractor proposals to the Contracting Office.

g. 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.

h. 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.

i. 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 must advise the Contracting Officer, and that all appearances of impropriety should be avoided. The designated COR was required to sign the COR Designation Memorandum in acknowledgment.

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

### **Duty of Honest Services**

16. At all times relevant to Counts 1 to 11 of this Indictment, the citizens of the United States had an intangible right to the honest services of employees of the United States. As employees of the USACE, defendants SALAMA MARKUS and GOMEZ 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 their employment.

**Scheme and Artifice To Defraud Citizens of United States of Honest Services**

17. From in or about July 2006 to in or about July 2009, in the District of New Jersey and elsewhere, defendants

JOHN ALFY SALAMA MARKUS  
a/k/a "John Salama,"  
a/k/a "John Alfy Salama,"  
a/k/a "Habib,"  
AHMED NOURI,  
a/k/a "Ahmed Bahjat,"  
a/k/a "Hamada,"  
AMMAR AL-JOBORY,  
a/k/a "Ammar Hussein Muhammed Al-Jobory,"  
a/k/a "Big Ammar,"  
MITHAQ AL-FAHAL,  
a/k/a "Mithaq Mahmood Al-Fahal,"  
and  
ONISEM GOMEZ,  
a/k/a "Oni Gomez"

and others knowingly and intentionally did devise and intend to devise a scheme and artifice to defraud the citizens of the United States of the right to defendant SALAMA MARKUS' and defendant GOMEZ'S honest services in USACE matters.

18. The object of this scheme and artifice to defraud was for defendants SALAMA MARKUS and GOMEZ to use and misuse their positions as USACE employees to manipulate and influence the bidding, selection, award and administration of lucrative USACE Iraqi reconstruction contracts, and to solicit, demand and accept bribe and kickback payments from contractors and others, including defendants NOURI, AL-FAHAL and AL-JOBORY, in exchange for defendants SALAMA MARKUS and GOMEZ's official acts and violations of their official duties.

19. It was a part of the scheme and artifice to defraud that defendants SALAMA MARKUS and GOMEZ would disseminate confidential and internal USACE information concerning IGEs, bids and the selection process to contractors, including defendants NOURI and AL-FAHAL, so that their associated companies – ICCB, Ramiz Al-Iraq and other companies controlled by defendant NOURI, and Sakar Al-Fahal, Al-Jubori Company and other companies involving defendant AL-FAHAL – could secure lucrative USACE contracts.

20. It was a further part of the scheme and artifice to defraud that defendant SALAMA MARKUS would fail to report to the USACE the fact that defendant NOURI, who was associated with at least eight contracting companies, was engaging in bid rigging by submitting bids on behalf of all of his companies for the same USACE contract.

21. It was a further part of the scheme and artifice to defraud that defendant SALAMA MARKUS would disseminate confidential and internal USACE information concerning IGEs, bids and the selection process to defendant AL-JOBORY in order for defendant AL-JOBORY to act as a “broker,” that is, to solicit and agree to accept money from contractors in and around Gulf Region North willing to pay defendants SALAMA MARKUS and AL-JOBORY bribes and kickbacks in connection with the bidding, selection, award and administration of USACE contracts, including contracts awarded to Sakar Al-Fahal and Al-Jubori Company.

22. It was a further part of the scheme and artifice to defraud that defendants SALAMA MARKUS and GOMEZ would solicit, demand and accept money through defendants NOURI, AL-FAHAL and AL-JOBORY in exchange for defendant SALAMA MARKUS’ and defendant GOMEZ’S use and misuse of their official positions, including the dissemination of

confidential information, the recommendation of contract and modification awards, the approval of invoices, and other favorable official action.

23. It was a further part of the scheme and artifice to defraud that defendant SALAMA MARKUS would create, maintain and disseminate to defendants NOURI, AL-FAHAL, and AL-JOBORY spreadsheets and other records detailing: (a) USACE contracts awarded to companies associated with defendants NOURI and AL-FAHAL; (b) the value of those contracts; (c) the percentage being solicited and demanded by defendant SALAMA MARKUS; (d) the payments – whether by installment or lump sum – made by defendants NOURI and AL-FAHAL – often through defendant AL-JOBORY, and others to defendant 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. According to financial records and spreadsheets kept by defendant SALAMA MARKUS, between in or about July 2007 and in or about June 2008, defendant SALAMA MARKUS was paid approximately \$4,200,000 in bribe and kickback payments in connection with USACE contracts awarded to companies associated with defendants NOURI and AL-FAHAL.

**USACE Contracts Involved In the Bribery and Kickback Scheme**

24. It was a further part of this scheme and artifice to defraud that defendants SALAMA MARKUS, NOURI, GOMEZ, AL-FAHAL, and AL-JOBORY and others engaged in transmitting and accepting bribes and kickbacks in connection with, but not limited to, the following USACE projects:

## **1. THE "BAYJI PROJECTS"**

### **A. BAYJI OIL REFINERY SECURITY ENHANCEMENTS CONTRACT**

a. In or about April 2007, defendant SALAMA MARKUS served as a member of a USACE "source selection committee," or TEB, to determine which contractor would be awarded the USACE Bayji Oil Refinery Security Enhancements Contract. Under this contract, the contractor was to supply, install, operate and provide the expertise necessary to construct a variety of infrastructure improvements at the Bayji Oil Refinery in Salah ad Din Province near the city of Bayji, Iraq. Work to be completed included: grading; trenching; compaction; paving; fencing; and equipment installation, including wireless surveillance cameras, computers and monitors, heating and air conditioning units; as well as installation of security features, including concrete barriers, barbed wire, guard towers, and lighting.

b. On or about April 24, 2007, defendant SALAMA MARKUS sent the following email to defendant NOURI:

Subject: Oil Refinery

Ahmed,

I want you to put your total price for the sample project \$6,250,300 only no more no less.

John.

c. On the same day, April 24, 2007, defendant SALAMA MARKUS sent the following email to defendant AL-JOBORY:

Subject: Oil refinery

Ammar,

I want you to put for your total price for the sample project for Sakar Al-Fahal is \$6,900,800.00 only no more no less and for Dar Al Jubory \$6,590,720.00

John[.]

d. On or about April 25, 2007, defendant NOURI submitted a proposal on behalf of ICCB to the USACE Contracting Office for the Bayji Oil Refinery Security Enhancements Contract which included a bid in the amount of \$6,250,167; on the same day, Al-Jubori Company, d/b/a "Dar Al Jubori," submitted a proposal to the USACE Contracting Office which included a bid in the amount of approximately \$6,590,710, which confidential bid amount also was forwarded in a separate email to defendant SALAMA MARKUS.

e. As a member of the source selection committee, on or about April 27, 2007, defendant 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, defendant 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."

f. On or about May 3, 2007, the source selection committee, including defendant SALAMA MARKUS, recommended that ICCB be awarded the Bayji Oil Refinery Security Enhancements Contract. On or about May 9, 2007, the USACE awarded ICCB the contract in the amount of \$6,215,167. Defendant SALAMA MARKUS was designated as the COR on the contract.

g. On or about June 20, 2007, acting as the COR, defendant SALAMA MARKUS received and approved an invoice submitted to the USACE by ICCB in the amount of \$620,016.70 for work on the Bayji Oil Refinery Security Enhancements Contract.

h. On or about June 20, 2007, defendant SALAMA MARKUS sent an email

to defendant NOURI instructing defendant NOURI to wire \$200,000 to two bank accounts under defendant SALAMA MARKUS' control which money was partial payment of a \$350,000 bribe that defendant SALAMA MARKUS demanded in exchange for his official assistance in securing and administering the Bayji Oil Refinery Security Enhancements Contract.

i. On or about July 17, 2007, defendant NOURI sent an email to ICCB's Founder (defendant SALAMA MARKUS received a blind copy) with the Subject line "JS," standing for "John Salama" (hereinafter, the "July 17, 2007 Email"). The July 17, 2007 Email detailed defendant SALAMA MARKUS' demands for bribe payments, as well as official action promised by defendant SALAMA MARKUS on USACE contracts to benefit ICCB. According to the July 17, 2007 Email, defendant SALAMA MARKUS, among other things: (i) demanded payment of the balance of \$150,000 on the outstanding bribe from ICCB in the amount of \$350,000 in connection with the Bayji Oil Refinery Security Enhancements Contract; and (ii) assured approval and payment by the USACE of an invoice submitted by ICCB in the amount of approximately \$646,934.60 for work on the Bayji Oil Refinery Security Enhancements Contract.

j. On or about July 17, 2007, defendant SALAMA MARKUS approved the invoice referred to in the July 17, 2007 Email in the amount of approximately \$646,934.60 for work on the Bayji Oil Refinery Security Enhancements Contract. Defendant SALAMA MARKUS approved additional invoices in the following approximate amounts on or about 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) relating to that contract.

k. On or about November 5, 2007, defendant SALAMA MARKUS sent the following email to defendant NOURI at ICCB:



Subject: RE: Emailing: Baiji 1 and SEFcost calculation

I saved a lot of money for you guys and I need at least 400K form [sic] ICCB for all the work I done for you I made you a lot of profit.

l. Between in or about September 2008 and October 2008, following defendant SALAMA MARKUS' resignation from the USACE and his return to New Jersey, defendant GOMEZ approved invoices payable to ICCB under the Bayji Oil Refinery Security Enhancements Contract formerly overseen by defendant SALAMA MARKUS: (i) in the amount of approximately \$100,820 on or about September 21, 2008 and (ii) in the amount of approximately \$631,008 on or about October 18, 2008.

m. Defendant SALAMA MARKUS caused bribe and kickback payments facilitated by defendant NOURI in connection with the Bayji Oil Refinery Security Enhancements Contract awarded to ICCB to be transferred, as set forth more particularly in paragraph 25.

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

n. On or about or about June 12, 2007, ICCB was among the 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. Defendant SALAMA MARKUS was designated as the COR on the contract.

o. In the July 17, 2007 Email, defendant NOURI also advised ICCB's Founder that defendant SALAMA MARKUS, among other things, assured the future award of

four contracts to ICCB – the Bayji substation, two additional contracts “for the [Bayji Oil] refinery,” and security improvement to a substation in Taza, Kirkuk Province – in exchange for a bribe payment of \$550,000 in full at the time that ICCB submitted its first invoice for the projects.

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

i. 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 \$3,988,140. This contract required performance of a variety of infrastructure improvements at the Bayji Oil Refinery including: equipment installation involving wireless surveillance cameras, computers and monitors; installation of electrical cables; and the construction of guard shacks. Defendant SALAMA MARKUS approved invoices in connection with this contract.

ii. 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 \$510,306. This contract required the provision of services necessary to design and construct improvements to an electrical substation in Bayji, which services included: paving; removal of vegetation; installation of blast walls, security gates and fencing; and the establishment of secure access points. Defendant SALAMA MARKUS approved invoices in connection with this contract.

iii. 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 \$219,523. This contract required the provision of services necessary to the design and construction of security features, which services included: establishment of security access points; paving road to site; placement of jersey barriers; removal of vegetation; repair of chain link fences; and installation of operational lighting.

iv. 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. Defendant SALAMA MARKUS approved invoices in connection with this contract.

q. On or about August 18, 2007, the same day that defendant 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, defendant SALAMA MARKUS departed Iraq and traveled to Amman, Jordan, via Kuwait, where he met with defendant NOURI and ICCB's Founder.

r. On or about February 12, 2008, while in Iraq, defendant 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).

s. On or about October 17, 2008, following defendant SALAMA MARKUS' resignation from the USACE, defendant GOMEZ approved an invoice submitted by ICCB in the

amount of approximately \$172,782, relating to construction-related Projects in Northern Iraq Task Order 0005 (Bayji ESF Security Part 2) .

t. Defendant SALAMA MARKUS caused bribe and kickback payments facilitated by defendant NOURI in connection with, among others, the additional Bayji Oil Refinery work and the Taza Power Station security improvements awarded to ICCB, to be transferred as set forth more particularly in paragraph 25.

**2. CONTRACTS FOR CONSTRUCTION OF  
FIVE SALAH AD DIN PRIMARY HEALTHCARE CENTERS**

u. On or about July 21, 2006, ICCB was awarded a contract for the construction of five Primary Healthcare Centers (“PHCs”) – specifically, SD01, SD02, SD03, SD06 and SD07 – in Salah ad Din Province. The newly constructed PHCs were to provide enhanced medical capabilities in the Salah ad Din Province and replace existing insufficient medical facilities, with each newly constructed PHC expected to serve between 35,000 and 45,000 people per year. Defendant SALAMA MARKUS was designated as the COR for this contract, which was valued at approximately \$911,699.

v. On or about December 3, 2006, February 5, 2007, March 6, 2007, March 18, 2007, April 1, 2007, April 30, 2007, and June 20, 2007, defendant SALAMA MARKUS approved invoices submitted by ICCB for payments relating to the construction of the five PHCs in Salah ad Din Province.

w. On or about April 28, 2007, defendant NOURI emailed defendant SALAMA MARKUS with a proposed contract modification adding security at two of the five PHC sites (security at one site for a period of three months, and security at a second site for a

period of two months) at a cost of \$5,085 per month per site.

x. On or about September 14, 2007, the USACE Contracting Office emailed defendant NOURI indicating the proposed modification adding security would be approved and increasing the contract value by approximately \$25,425. Defendant NOURI forwarded this email to defendant SALAMA MARKUS.

y. Following defendant SALAMA MARKUS' resignation from the USACE, defendant GOMEZ approved invoices payable to ICCB relating to the PHC contract: (i) in the amount of approximately \$89,474 on or about October 16, 2008, and (ii) in the amount of approximately \$82,080 on or about October 22, 2008.

z. Defendant SALAMA MARKUS caused bribe and kickback payments facilitated by defendant NOURI in connection with, among others, the PHC contract awarded to ICCB, to be transferred as set forth more particularly in paragraph 25.

### **3. AL-ALAM MOBILE SUBSTATION CONTRACT**

aa. On or about August 15, 2007, defendant NOURI sent the following email to defendant SALAMA MARKUS at his USACE email address:

Subject: INGC and ICCB.xls

DEAR JOHN ATTACHED IS THE PROJECTS WE BID ON FOR BOTH ICCB AND INGC  
REGARDS

Attached to this message was a spreadsheet entitled "ICCB & INGC PROJECTS" detailing approximately fifteen USACE projects for which defendant NOURI submitted bids on behalf of ICCB and INGC, including the Al-Alam Mobile Substation Contract. Fulfillment of this contract required the supply and installation of a mobile substation – a movable electrical

substation used in the event of planned utility substation outages and to provide emergency power supply – in Al-Alam, Salah ad Din Province. Also included on the spreadsheet was a column titled “Status” where defendant NOURI indicated whether either ICCB or INGC had “won” the particular contract listed or that there was “no news.”

bb. Between on or about August 17, 2007 and on or about August 20, 2007, nine vendors submitted proposals to the USACE Contracting Office for the Al-Alam Mobile Substation Contract, seven of which were submitted by companies headed by, or associated with, defendant NOURI: ICCB; INGC; Thu Al-Figar; Sakir Al-Amjad; Al-Ameen; Silsilat Himreen; and Ramiz Al-Iraq. These seven proposals were submitted electronically to the Contracting Office limited access email address. Defendant SALAMA MARKUS, although not part of the Contracting Office, received contemporaneous electronic copies of these submissions at his USACE email address. The other two companies that submitted proposals were Sakar Al-Fahal and Al-Jubori Company.

cc. The proposals containing the three lowest bids – submitted by Thu Al-Figar (\$1,000,074), Sakir Al-Amjad (\$983,211), and Ramiz Al-Iraq (\$966,726) – were referred to the TEB. On or about August 27, 2007, the TEB, which did not include defendant SALAMA MARKUS, recommended that Ramiz Al-Iraq be awarded the Al-Alam Mobile Substation Contract.

dd. On or about September 24, 2007, the Al-Alam Mobile Substation Contract in the amount of \$966,726 was awarded to Ramiz Al-Iraq.

ee. On or about September 25, 2007, defendant SALAMA MARKUS was named as the COR for the Al-Alam Mobile Substation Contract. At various times, defendant

GOMEZ also acted as the COR for this contract.

ff. On or about November 14, 2007 and December 17, 2007, defendant GOMEZ approved invoices submitted by Ramiz Al-Iraq for the Al-Alam Mobile Substation Contract in the approximate amounts of \$96,672.60 and \$201,069.34. On or about February 20, 2008, defendant SALAMA MARKUS approved another invoice submitted by Ramiz Al-Iraq for the Al-Alam Mobile Substation Contract in the amount of approximately \$117,431.11.

gg. On or about October 17, 2008, defendant GOMEZ approved an invoice in the amount of approximately \$166,052 relating to Al-Alam Mobile Substation Contract awarded to Ramiz Al-Iraq.

hh. Defendant SALAMA MARKUS caused bribe and kickback payments facilitated by defendant NOURI in connection with, among others, the Al-Alam Mobile Substation Contract awarded to Ramiz Al-Iraq, to be transferred as set forth more particularly in paragraph 25.

#### **4. SOMMER SUBSTATION CONTRACT**

ii. On or about August 5, 2007, nineteen vendors submitted proposals to the USACE Contracting Office for the Sommer Substation Contract, four of which were submitted by companies headed by, or associated with, defendant NOURI: ICCB; INGC; Al-Ameen; and Ramiz Al-Iraq. Fulfillment of this contract required the design and construction of various structures, along with the installation of underground insulated cable lines, for an electrical substation in Ninawa Province. Three of these four proposals were submitted electronically to the Contracting Office's limited access email account. Defendant SALAMA MARKUS, although not part of the Contracting Office, received contemporaneous electronic copies of these

submissions at his USACE email address.

jj. On or about October 4, 2007, the Sommer Substation Contract in the amount of \$3,577,641, was awarded to Ramiz Al-Iraq.

kk. Defendant SALAMA MARKUS caused bribe and kickback payments facilitated by defendant NOURI in connection with, among others, the Sommer Substation Contract awarded to Ramiz Al-Iraq, to be transferred, as set forth more particularly in paragraph 25.

### **5. BAQUBAH LANDFILL CONTRACT**

ll. On or about September 22, 2007, seven vendors submitted proposals to the USACE Contracting Office for the Baqubah Landfill Contract, two of which were submitted by companies headed by or associated with defendant NOURI: ICCB and INGC. Fulfillment of the contract required a vendor 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.

mm. On or about October 31, 2007, defendant SALAMA MARKUS sent defendant 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 approximately ten contracts that had been awarded to companies associated with defendant NOURI, 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 defendant SALAMA MARKUS was soliciting from defendant NOURI in exchange for the contract award and, in comparison to his demand, five percent of the contract value. According to the spreadsheet, defendant SALAMA MARKUS demanded approximately \$360,000 – or 5.22% – from defendant NOURI for the Baqubah Landfill Contract.

nn. Approximately ten days later, on or about November 10, 2007, the USACE Contracting Office awarded ICCB the Baqubah Landfill Contract valued at \$6,893,205.

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

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

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

rr. On or about December 4, 2008, defendant NOURI sent defendant SALAMA MARKUS the following e- mail:

**Subject: RE: final update Dec 3<sup>rd</sup> 2008**

...

Johny the same goes for the Baqubah landfill the contract was terminated and we got paid an amount of \$116,508 while paid to you \$340k.

...

Thank you

Ahmed Nouri,

VP Operations

ICCB

ss. Defendant SALAMA MARKUS caused bribe and kickback payments facilitated by defendant NOURI in connection with, among others, the Baqubah Landfill Contract awarded to ICCB, to be transferred, as set forth more particularly in paragraph 25.

**6. BAGHDAD TO BAYJI PIPELINE EXCLUSION ZONE CONTRACTS**

tt. The Baghdad to Bayji Pipeline Exclusion Zone Contract was a project involving geographic segments of an initiative to provide protection to a national Iraqi oil pipeline and thereby eliminate threats and disruptive activities which, in turn, would allow for the unhindered production and delivery of products to enhance the Iraqi economy. The project required construction and installation of a system of ditches, berms, fences, coiled razor wire, guard shack and barriers.

uu. On or about February 20, 2008, defendant SALAMA MARKUS received a forwarded copy of the official USACE email regarding Sakar Al-Fahal's proposal for the Baghdad to Bayji Pipeline Exclusion Zone Contract at a personal email address associated with defendant SALAMA MARKUS.

vv. On or about February 20, 2008, defendant SALAMA MARKUS received a forwarded copy of the official USACE email regarding Al-Jubori Company's bid for the Baghdad to Bayji Pipeline Exclusion Zone Contract at a personal email address associated with defendant SALAMA MARKUS.

ww. On or about March 17, 2008, the USACE assumed administration of three

individual contracts set forth below totaling approximately \$19,585,000 for construction of Baghdad to Bayji Pipeline Exclusion Zone segments:

i. The Baghdad to Bayji Pipeline Exclusion Zone Segment 2 Contract was awarded to Sakar Al-Fahal on or about April 11, 2008 in the amount of \$6,466,000. On or about May 11, 2008, defendant SALAMA MARKUS was designated as the COR for the Baghdad to Bayji Pipeline Exclusion Zone Segment 2 Contract. Both defendant SALAMA MARKUS and defendant GOMEZ approved contract invoices.

ii. The Baghdad to Bayji Pipeline Exclusion Zone Segment 3 Contract was awarded to Al-Jubori Company on or about April 11, 2008 in the amount of \$7,242,000. On or about May 11, 2008, defendant GOMEZ was designated as the COR for the Baghdad to Bayji Pipeline Exclusion Zone Segment 3 Contract and thereafter approved contract invoices.

iii. The Baghdad to Bayji Pipeline Exclusion Zone Segment 5 Contract was awarded to Sakar Al-Fahal on or about April 11, 2008 in the amount of \$5,877,000.

xx. Between in or about June 2008 and in or about September 2008, at the approximate time of, and following, defendant SALAMA MARKUS' departure from USACE, defendant GOMEZ approved the following invoices submitted by defendant AL-FAHAL and others, relating to the various Baghdad to Bayji Pipeline Exclusion Zone segment contracts that had been awarded to Sakar Al-Fahal and Al-Jubori Company:

<b>Date (On or About)</b>	<b>Contract</b>	<b>Invoice Amount</b>
June 25, 2008	Baghdad to Bayji Pipeline Exclusion Zone Segment 2 Contract	\$519,920
June 25, 2008	Baghdad to Bayji Pipeline Exclusion Zone Segment 3 Contract	\$458,228
July 11, 2008	Baghdad to Bayji Pipeline Exclusion Zone Segment 2 Contract	\$446,000
July 11, 2008	Baghdad to Bayji Pipeline Exclusion Zone Segment 3 Contract	\$323,600
July 24, 2008	Baghdad to Bayji Pipeline Exclusion Zone Segment 2 Contract	\$392,450
July 24, 2008	Baghdad to Bayji Pipeline Exclusion Zone Segment 3 Contract	\$500,100
September 7, 2008	Baghdad to Bayji Pipeline Exclusion Zone Segment 2 Contract	\$404,700
September 7, 2008	Baghdad to Bayji Pipeline Exclusion Zone Segment 3 Contract	\$1,400,230

yy. Defendant SALAMA MARKUS caused bribe and kickback payments facilitated by defendant AL-FAHAL in connection with, among others, the Baghdad to Bayji Pipeline Exclusion Zone segment contracts awarded to Sakar Al-Fahal and Al-Jubori Company, to be transferred, as set forth more particularly in paragraph 25.

**7. SAID SADIQ SCHOOL CONSTRUCTION PROJECT**

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

aaa. On or about June 15, 2007, defendant SALAMA MARKUS responded by

email to defendant NOURI'S email set forth in paragraph 24(zz):

Subject: RE: Notice of Award: Said Sadiq 12 Room School

Ahmed,

[S]o how much you owe me now? [C]ongratulation we deserve it. [A]nd more to come.

John

bbb. Defendant SALAMA MARKUS caused bribe and kickback payments facilitated by defendant NOURI in connection with, among others, the Said Sadiq School Construction contract awarded to ICCB, to be transferred, as set forth more particularly in paragraph 25.

#### **8. OTHER CONTRACTS INVOLVING DEFENDANTS AL-FAHAL AND AL-JOBORY**

ccc. On or about September 6, 2006, defendant SALAMA MARKUS sent an email to defendant AL-JOBORY, which read, in part:

Subject: Water

This [sic] are the contractors price don't raise it more than this price. If you want give one to [M]ithaq [Al-Fahal] and look for the other bidder from the list I sent it to you.

ddd. On or about September 8, 2006, defendant SALAMA MARKUS sent an email to defendant AL-JOBORY which read, in part:

Mithaq

Attached is your price and my price is \$40,000.00[.] I'll take half when you sign the contract and the other half when you sign the first invoice.

John Salama

eee. On or about September 13, 2006, defendant SALAMA MARKUS sent an email to defendant AL-JOBORY which read:

Subject: Bank Account

Ammar,

Attached is the bank account to transfer the fund to it. Like I told you I need \$20K in October to transfer I already approved 4 invoices to Mithaq so please arrange with him and let me know when he can transfer money to this account.  
And as we agreed I'll have the following:

1. Tuz Electrial \$14K
2. Bijyi Electrical \$20K
3. PHC Mod \$5K
4. 30 Street \$40K

So the total is \$79K I will need \$20K in October and I'll take the \$59K in December. This is not including the other projects I'll give to him or to other contractor.

Thank you John.

fff. On or about September 19, 2006, defendant SALAMA MARKUS sent an email to defendant AL-FAHAL, with a copy to defendant AL-JOBORY, advising defendant AL-FAHAL (i) about the changing bid prices for USACE contracts to be awarded, including a Deaf and Mute School and a Vocation School and (ii) that "For our entire project I'll take half when you sign the contract and the other half after the first invoice."

ggg. On or about March 16, 2007, defendant SALAMA MARKUS sent an email to "Sakar Al-Fahal Co.," copying defendant AL-JOBORY, which read:

Subject: RE: Electric wire & power & distribution agreement

Mithaq,

[H]ow are you? [O]kay now you owe me \$5000 for all the mod I done for the PHC's and other \$5000 for Aziz balad. If you please could give Ammar the \$10 K and he will send it for me to my account in Egypt.

thank you John.

Attached to this email was a copy of the IGE for a USACE reconstruction contract.

hhh. On or about August 3, 2007, defendant SALAMA MARKUS sent an email to defendants AL-FAHAL and AL-JOBORY which read, in part:

Mithaq and Ammar, here are the price for the projects.

1. Al Tuz is 100K

2. JallamSS is 75K

3. Phase 3 55K

4. Aziz Balad 100K

so the total for the 4 projects is 330K.

And more to come please see attached files.

Attached to this email were three documents: (a) an internal, undated USACE contract award stamped "Draft" for the Al Jallam Mobile Substation Contract; (b) an internal, undated USACE contract award stamped "Draft" for the Tuz Electrical Network Contract; and (c) an internal, undated USACE contract award for the Phase 3 Contract.

iii. All four of the contracts listed in the August 3, 2007 email referenced in paragraph 24(hhh) were awarded to companies associated with defendant AL-FAHAL between on or about July 28, 2007 and on or about August 15, 2007 – contracts for Tuz Electrical Network (to rehabilitate and upgrade the electrical distribution network of the City of Tuz in the Salah ad Din Province, valued at \$1,121,020), Al Jallam Mobile Substation (to construct an electrical substation in Salah ad Din Province, valued at \$1,150,010), and Phase 3 exclusion zone work (to construct electrical tower force protection exclusion zones, valued at \$749,790) were awarded to Sakar Al-Fahal, and the Aziz-Balad 16 MVA Mobile Substation Contract (to construct an electrical substation in Salah ad Din Province, valued at \$1,035,600) was awarded to Al-Jubori Company.

jjj. On or about August 3, 2007, defendant SALAMA MARKUS received an email from defendant AL-JOBORY in response to defendant SALAMA MARKUS' demand for

bribe payments in relation to the contracts awarded to Sakar Al-Fahal for the Tuz Electrical Network, Al Jallam Mobile Substation and Phase 3 exclusion zone work, and the Aziz-Balad 16 MVA Mobile Substation contract awarded to Al-Jubori Company. Attached to this email was a spreadsheet negotiating defendant SALAMA MARKUS' acceptance from defendant AL-FAHAL of 5% of the total contract prices, as opposed to between approximately 6% and 9% as demanded by defendant SALAMA MARKUS in his email earlier that day. Notations made by defendant AL-JOBORY on the attached spreadsheet stated that "5% is a good, good price."

kkk. Later that same day, on August 3, 2007, defendant SALAMA MARKUS sent an email to defendant AL-JOBORY which read, "Attached is my final answer, please let me know if you agree[]." Attached to this email was a spreadsheet that defendant SALAMA MARKUS had revised to reflect his final demand in relation to the contracts awarded to Sakar Al-Fahal for the Tuz Electrical Network, Al Jallam Mobile Substation and Phase 3 exclusion zone work, and the Aziz-Balad 16 MVA Mobile Substation awarded to Al-Jubori Company. Defendant SALAMA MARKUS demanded approximately \$200,000 in bribe payments in connection with these four contracts.

lll. On or about August 13, 2007, defendant SALAMA MARKUS sent an email to defendant AL-JOBORY which read, "[T]his is what I get." Attached to this email was a spreadsheet entitled "John final deal.xls," listing contracts including, among others, the Al Jallam Mobile Substation Contract, the Tuz Electrical Network Contract, and the Phase 3 Contract – all awarded to Sakar Al-Fahal in the two weeks prior to this August 13th email, as well as the Aziz-Balad 16 MVA Mobile Substation Contract awarded to Al-Jubori Company. Also included on the spreadsheet were columns titled "Percentage" and "5% from Total," detailing, respectively,



the amount of money that defendant SALAMA MARKUS was soliciting from defendant AL-FAHAL, through defendant AL-JOBORY, in exchange for the contract awards and, in comparison to his demand, five percent of the contract value.

mmm. On or about September 16, 2007, defendant SALAMA MARKUS sent an email to defendants AL-FAHAL and AL-JOBORY which read, in part:

Subject: our deal

Ammar and Mithaq,

Attached is our deal. Remember I told you I need the 160K ASAP.

Thanks, John.

Attached to this email was a spreadsheet entitled "final deal Mithaq.xls" listing approximately ten contracts that had been awarded to companies associated with defendant AL-FAHAL.

nnn. Defendant SALAMA MARKUS accepted from defendant AL-FAHAL, through defendant AL-JOBORY, a bribe payment in the amount of approximately \$45,000 in connection with Al Jallam Mobile Substation Contract on or about January 10, 2008, according to a spreadsheet detailing bribe payments from contractors that was created and maintained by defendant SALAMA MARKUS.

ooo. Defendant SALAMA MARKUS accepted from defendant AL-FAHAL, through defendant AL-JOBORY, a bribe payment in the amount of approximately \$50,000 in connection with the Tuz Electrical Network Contract on or about January 10, 2008, according to a spreadsheet detailing bribe payments from contractors that was created and maintained by defendant SALAMA MARKUS.

ppp. On or about February 14, 2008, defendant GOMEZ, who had been designated as the COR for the Tuz Electrical Network Contract, approved an invoice submitted

by Sakar Al-Fahal in the amount of approximately \$113,702.

qqq. On or about March 16, 2008, defendant GOMEZ approved an invoice submitted by Al-Jubori Company in the amount of approximately \$414,240 for Aziz-Balad 16 MVA Mobile Substation Contract.

rrr. On or about March 18, 2008, defendant SALAMA MARKUS approved an invoice submitted by Sakar Al-Fahal in the amount of approximately \$452,804 for the Al Jallam Mobile Substation Contract.

sss. Defendant SALAMA MARKUS accepted from defendant AL-FAHAL, through defendant AL-JOBORY, a bribe payment in the amount of approximately \$35,000 in connection with Phase 3 Contract on or about March 26, 2008, according to a spreadsheet detailing bribe payments from contractors that was created and maintained by defendant SALAMA MARKUS.

ttt. Defendant SALAMA MARKUS accepted from defendant AL-FAHAL, through defendant AL-JOBORY, a bribe payment in the amount of approximately \$45,000 in connection with the Aziz-Balad 16 MVA Mobile Substation on or about April 1, 2008, according to a spreadsheet detailing bribe payments from contractors that was created and maintained by defendant SALAMA MARKUS.

uuu. Defendant SALAMA MARKUS caused bribe and kickback payments facilitated by defendant AL-FAHAL, with the assistance of defendant AL-JOBORY, in connection with the contracts and projects detailed above, to be transferred, as set forth more particularly in paragraph 25.

**Bribe and Kickback Payments From Foreign Contractors to Defendants SALAMA MARKUS and GOMEZ Deposited in Foreign Bank Accounts**

25. It was a further part of the scheme and artifice to defraud that defendant SALAMA MARKUS opened, established control over, and used foreign bank accounts in Jordan and Egypt – in the name of defendant SALAMA MARKUS and his relatives – to transfer illegal bribe and kickback payments from and through defendants NOURI, AL-FAHAL, AL-JOBORY and others, before receiving these monies in U.S. bank accounts, or sending bribe payments to defendant GOMEZ, to include the following activity:

a. On or about September 13, 2006, defendant SALAMA MARKUS sent the email to defendant AL-JOBORY referred to in paragraph 24(eee). Attached to this email was account information for Banque Misr Account #1.

b. On or about October 15, 2006, defendant SALAMA MARKUS sent an email to defendant AL-JOBORY which read, in part:

Subject: Where is the Money?

Ammar,

I did not receive the money till now can you check what is happened and let me know, . . . it is important to answer me I need the money ASAP.

Thank you, John

c. In response, on or about October 15, 2006, defendant AL-JOBORY sent an email to defendant SALAMA MARKUS stating, in part:

Subject: Re: Where is the Money?

John,

Here is proof that the it has been there since the 10<sup>th</sup> of Oct.

Thanks

Ammar

Attached to this email was a copy of a wire transfer record dated October 10, 2006, reflecting a transfer of \$25,000 into Banque Misr Account #1.

d. On or about January 3, 2007, defendant NOURI wired approximately \$100,000 to Banque Misr Account #1 and provided confirmation of the wire transfer to defendant SALAMA MARKUS.

e. On or about April 27, 2007, defendant NOURI sent confirmation by email to defendant SALAMA MARKUS of a \$5,000 wire transfer into Banque Misr Account #1, which payment was made in relation to an HVAC contract awarded by the USACE to a company associated with defendant NOURI. Defendant SALAMA MARKUS forwarded this email confirmation to his brother in Egypt.

f. On or about May 8, 2007, defendant NOURI sent confirmation by email to defendant SALAMA MARKUS of a \$5,050 wire transfer made by another ICCB employee into Banque Misr Account #1. Defendant SALAMA MARKUS forwarded this email confirmation to his brother in Egypt.

g. On or about June 20, 2007, defendant SALAMA MARKUS sent an email to defendant NOURI instructing defendant NOURI to wire a total of \$200,000 to two bank accounts: NJ Wachovia Account #1 and "the account in Egypt[.] [Y]ou know it." This \$200,000 represented partial payment of a \$350,000 bribe demanded by defendant SALAMA MARKUS in exchange for his official assistance in connection with the Bayji Oil Refinery Security Enhancements Contract for ICCB (referred to in paragraphs 24(a)-(m)), according to a spreadsheet created and maintained by defendant SALAMA MARKUS.

h. On or about July 5, 2007, via an email to defendant SALAMA MARKUS, defendant NOURI attached proof and record of an international wire transfer of a bribe payment in connection with the Bayji Oil Refinery Security Enhancements Contract for ICCB, in the amount of \$200,000, which defendant NOURI caused to be deposited into Banque Misr Account #1. Within an hour of receiving defendant NOURI's email, defendant 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."

i. The July 17, 2007 Email, referred to in paragraph 24(i), detailed defendant SALAMA MARKUS' demands for bribe payments, as well as official action agreed upon by defendant SALAMA MARKUS on USACE contracts to benefit ICCB. The July 17, 2007 Email included the text of instant messaging between defendant SALAMA MARKUS and defendant NOURI, in which defendant SALAMA MARKUS explained to defendant NOURI why defendant SALAMA MARKUS needed certain bribe payments immediately:

john salama: Do you know I have to pay 750K before end of the year  
...  
AHMED NOURI: what for  
john salama: i'm bilding [sic] the house  
AHMED NOURI: oh boy  
AHMED NOURI who is folowing [sic] up on th[e] work  
john salama: i have to pay for the land and then to build the hose [sic].  
john salama: total 1.6M  
AHMED NOURI: wowwwwwwwwwwwwwwwwwww  
AHMED NOURI: lots of money  
john salama: yes I know

john salama: soon they will award the litting [sic] and part 2 to ICCB.

AHMED NOURI: cool

john salama: so tell the Boss this is the new deal money the money as soon as you award the project

john salama: so i need the money after the award

john salama: as we agreed

AHMED NOURI: can we do it with the first invoice

AHMED NOURI: ?

john salama: okay

AHMED NOURI: if it is ok with you

john salama: just for you

john salama: i never did it like before

john salama: you know before the contract get the project and I get my money next week

john salama: you are the only one I do that with b/c I trust you

AHMED NOURI: thank u

j. The July 17, 2007 Email informed ICCB's Founder that defendant NOURI would be meeting defendant SALAMA MARKUS in Amman, Jordan in or about August 2007 to open a foreign bank account for defendant SALAMA MARKUS, which bank account was used in order to deposit payments from ICCB and others.

k. In Jordan, on or about August 22, 2007, defendant SALAMA MARKUS opened Housing Bank Account #1 and Housing Bank Account #2 in order to deposit bribe and kickback payments. On the same date that defendant SALAMA MARKUS opened these accounts, the following deposits were made: 142,000 Jordan dinar in cash (converted to \$200,000) into Housing Bank Account #1; and 63,900 Jordan dinar in cash (converted to

\$90,000) into Housing Bank Account #2.

l. On or about August 22, 2007, while in Jordan, defendant SALAMA MARKUS used an exchange company to transfer \$299,950 to Banque Misr Account #1.

m. On or about October 18, 2007, defendant SALAMA MARKUS sent an email to defendant AL-JOBORY which read, in part:

Subject: Bank receipt

Ammar, When your guy deposited the money to my account I want him to sen[d] copy of the bank receipt to me so I have copy for my record and yours too.

Thanks, John.

n. On or about October 18, 2007, defendant SALAMA MARKUS caused approximately \$39,000 to be deposited into Housing Bank Account #1.

o. On October 31, 2007, defendant SALAMA MARKUS sent defendant NOURI the following email:

Subject: new sheet

Her[e] you go

John

Attached to this email was a spreadsheet entitled "Deal W Hamada.xls" listing approximately ten contracts, including the Al-Alam Mobile Substation Contract, referred to in paragraphs 24(aa)-(hh), as well as the PHC security contract modification, referred to in paragraphs 24(u)-(z), that had been awarded to companies associated with defendant NOURI. According to the spreadsheet, on or about October 10, 2007, defendant SALAMA MARKUS received \$10,000 from defendant NOURI for the PHC contract modifications and approximately \$34,000 in relation to the Electric Towers Hardening Phase 2 Contract (to design and construct an electrical tower force protection exclusion zone for electrical transmission towers), awarded to ICCB on or

about September 8, 2007 in the amount of \$655,420. By this spreadsheet, defendant SALAMA MARKUS demanded an additional \$917,000 for various projects awarded to companies associated with defendant NOURI, including the Al-Alam Mobile Substation Contract, referred to in paragraphs 24(aa)-(hh), the Sommer Substation Contract, referred to in paragraphs 24(ii)-(kk), and the Baqubah Landfill Contract, referred to in paragraphs 24(ll)-(ss).

p. On or about November 10, 2007, via email, defendant SALAMA MARKUS sent defendant NOURI an updated version of the "Deal W Hamada.xls" spreadsheet sent on October 31, 2007, which also included the "Bayji Projects," referred to in paragraphs 24(a)-(m), and a new total demand of \$1,637,000 from NOURI in exchange for defendant SALAMA MARKUS' official assistance.

q. On or about November 23, 2007, defendant AL-JOBORY sent defendant SALAMA MARKUS an email stating "Here you go," and attaching confirmation of a cash deposit in the amount of \$50,000 into defendant SALAMA MARKUS' Housing Bank Account #2.

r. On or about December 6, 2007, defendant SALAMA MARKUS sent an email to defendant NOURI which read:

Subject: bank account

Hamada,

Attached are the bank account on Egypt and Jordan.

Thanks, John.

Attached to this message was detailed account information in order to make transfers into both Housing Bank Account #1 and Bank Misr Account #1.

s. On or about December 9, 2007, an ICCB employee used a money



exchange service in Jordan to wire approximately \$170,000 into Banque Misr Account #1. A spreadsheet forwarded by defendant SALAMA MARKUS to defendant NOURI on or about December 19, 2007 revealed that this \$170,000 constituted a portion of an approximately \$340,000 to \$360,000 bribe payment related to the “Baquba [sic] land fill” contract awarded to ICCB, referred to in paragraphs 24(l)-(ss).

t. On or about December 18, 2007, ICCB caused \$275,000 to be wired through Warka Investment Bank to Banque Misr Account #1. On or about January 1, 2008, defendant NOURI emailed a record of this wire transfer to defendant SALAMA MARKUS and wrote, “Papers for the 275.” According to a spreadsheet kept by defendant SALAMA MARKUS and emailed to defendant NOURI, this \$275,000 transfer comprised a \$90,000 bribe payment for a “jersey barriers” project, as well as a \$185,000 bribe payment for “Bayi 3 projects” awarded to ICCB and referred to in paragraph 24(p).

u. On or about January 3, 2008, defendant NOURI wired a portion of the bribe payment due on the Baqubah Landfill Contract, referred to in paragraphs 24(l)-(ss), from the Audi Bank Account – approximately \$160,000 – to Banque Misr Account #1.

v. On or about January 14, 2008, while in New Jersey, defendant SALAMA MARKUS sent an email to defendant AL-JOBORY which read:

Subject: 90K

Ammar,

I need to know where the 90K is? nothing in bank yet. And this is not good. Please send the money b/c ONI [defendant GOMEZ] will not process the invoice until he get full payment and I don't have all his money one time unless I get the 90K.

Please let me know so I call the bank to check.

John

w. On or about January 23, 2008, defendant GOMEZ sent an email to defendant SALAMA MARKUS and asked: "What's the status of the transfer? Don't tell me that you are becoming like Mithaq ... ching up mutha fuc!" On or about January 25, 2008, while in New Jersey, defendant SALAMA MARKUS responded to defendant GOMEZ via email, stating: "I got the money and you will have it to your account Monday morning []." On or about January 25, 2008, in a second email from defendant SALAMA MARKUS to defendant GOMEZ sent hours later, defendant SALAMA MARKUS instructed defendant GOMEZ, "Send me the numbers for projects 5, 6, 15 and 17 now if you can."

x. In or about March 2008, defendant SALAMA MARKUS accepted an additional \$151,450 in bribe payments from defendant NOURI that defendant SALAMA MARKUS had demanded in connection with the additional Bayji Projects, referred to in paragraphs 24(n)-(t), and \$201,000 of the \$250,000 demanded in connection with the Sommer Substation Contract, referred to in paragraphs 24(ii)-(kk). Defendant SALAMA MARKUS recorded these payments in a spreadsheet that he kept and periodically emailed to defendant NOURI. These payments were made at the same time as additional payments demanded by defendant SALAMA MARKUS relating to other USACE contracts (including the Al-Alam Mobile Substation Contract referred to in paragraphs 24(aa)-(hh)) awarded to companies associated with defendant NOURI. On or about March 12, 2008, defendant NOURI wired approximately \$436,450 from the NOURI Arab Banking Corporation Account to Banque Misr Account #1 for defendant SALAMA MARKUS' official assistance in helping companies associated with defendant NOURI to secure these contracts.

y. Defendant SALAMA MARKUS kept a spreadsheet recording bribe

payments from defendant AL-FAHAL, often paid through defendant AL-JOBORY, which showed that defendant SALAMA MARKUS demanded approximately \$1,958,500 from defendant AL-FAHAL – or 10% of the three Baghdad to Bayji Pipeline Exclusion Zone contracts referred to in paragraphs 24(tt)-(yy), awarded to either Sakar Al-Fahal or Al Jubori Company – and that defendant SALAMA MARKUS received the following payments:

<b>APPROXIMATE DATE</b>	<b>APPROXIMATE AMOUNT OF BRIBE</b>
April 5, 2008	\$250,000
April 15, 2008	\$250,000
April 25, 2008	\$250,000
May 22, 2008	\$200,000
May 26, 2008	\$200,000
June 1, 2008	\$100,000
June 2, 2008	\$150,000
June 10, 2008	\$60,000
June 15, 2008	\$199,600
June 20, 2008	\$298,900
<b>TOTAL</b>	<b>\$1,958,500</b>

These bribe payments were transferred to foreign bank accounts in different ways. For example, on or about May 22, 2008 and May 26, 2008, cash deposits in the amount of \$200,000 each were made into Housing Bank Account #1. On or about June 1, 2008, Housing Bank Account #1 received a wire transfer in the amount of \$100,000 from another account at the same bank. According to defendant SALAMA MARKUS' spreadsheet, defendant SALAMA MARKUS also accepted cash payments from defendant AL-FAHAL on or about June 10, June 15 and June 20, 2008 in the amounts of \$60,000, \$199,600 and \$298,900, respectively.

z. On or about July 17, 2008, after traveling from Newark, New Jersey to Amman, Jordan, defendant SALAMA MARKUS opened the SALAMA MARKUS Arab Banking Corporation Account – at its City Mall Branch in Amman, Jordan – with a deposit of \$50,000 cash and an address of record in New Jersey.

aa. On or about July 17, 2008, defendant NOURI deposited approximately \$100,000 into the NOURI Arab Banking Corporation Account which was then wired to NJ Wachovia Account #7 on or about July 22, 2008.

bb. On or about September 4, 2008, defendant SALAMA MARKUS opened Housing Bank Account #3 while in Jordan.

cc. On or about November 25, 2008, defendant NOURI transferred by wire approximately \$55,000 from the NOURI Arab Banking Corporation Account to Banque Misr Account #1.

**Transfer By Defendant SALAMA MARKUS of Bribe Payments From Foreign Contractors to Domestic Bank Accounts**

26. It was a further part of the scheme and artifice to defraud that defendant SALAMA MARKUS caused the bribe and kickback payments, many of which were facilitated by defendants NOURI, AL-FAHAL and AL-JOBORY, and others, to be transferred from foreign bank accounts for the benefit of defendant SALAMA MARKUS and defendant GOMEZ, to include the following activity:

a. On or about October 12, 2006, while on leave from Iraq, defendant SALAMA MARKUS deposited approximately \$23,240 in cash into the People First Account.

b. On or about May 18, 2007, while on leave from Iraq, defendant SALAMA

MARKUS deposited approximately \$38,000 in cash into the People First Account.

c. On or about August 23, 2007, while in Jordan, defendant SALAMA MARKUS made an international wire transfer from Housing Bank Account #2 to NJ Wachovia Account #2 in the amount of \$20,000.

d. On or about August 23, 2007, in an email to SALAMA MARKUS' Wife, residing in New Jersey, defendant SALAMA MARKUS attached proof of the \$200,000 and \$90,000 deposits made the previous day into Housing Bank Account #1 and Housing Bank Account #2, respectively, along with confirmation of the \$20,000 transfer to NJ Wachovia Account #2.

e. On or about August 26, 2007, while on leave from Iraq, defendant SALAMA MARKUS sent an email to his brother in Egypt directing his brother to cause approximately \$300,000 to be transferred to NJ Wachovia Account #2 "for the house," referring to the construction of the SALAMA MARKUS RESIDENCE.

f. On or about August 29, 2007, while still in the United States on leave from Iraq, defendant SALAMA MARKUS received a wire transfer in the amount of approximately \$279,950 from Banque Misr Account #1 into NJ Wachovia Account #2. Defendant SALAMA MARKUS received a confirmatory email message from his brother in Egypt informing defendant SALAMA MARKUS that "we just got back from the bank, and bank man say you can ask your bank tomorrow to got it for nice house[.]" Defendant SALAMA MARKUS used funds from NJ Wachovia Account #2 as partial payment for the construction of the SALAMA MARKUS RESIDENCE.

g. On or about January 15, 2008, defendant SALAMA MARKUS, while in

New Jersey, and SALAMA MARKUS' Wife, incorporated "Mookie Enterprises LLC" in the State of New Jersey, naming SALAMA MARKUS, SALAMA MARKUS' Wife and SALAMA MARKUS' brother in Egypt as its authorized representatives.

h. On or about January 19, 2008, defendant SALAMA MARKUS sent an email to his brother in Egypt, directing him to transfer funds to NJ Wachovia Account #3. On or about January 22, 2008, defendant SALAMA MARKUS received a wire transfer in the amount of approximately \$364,950 from Banque Misr #2 into NJ Wachovia Account #3. After a series of domestic bank transactions, defendant SALAMA MARKUS caused a significant portion of the \$364,950 to be paid to the builders of the SALAMA MARKUS RESIDENCE.

i. On or about January 21, 2008, defendant GOMEZ sent an email to defendant SALAMA MARKUS in which defendant GOMEZ provided account information for GOMEZ'S Washington Bank Account.

j. On or about February 5, 2008, defendant SALAMA MARKUS caused a wire transfer in the amount of \$14,975 from NJ Wachovia Account #6 to be made to GOMEZ'S Washington Bank Account. Later that same day, defendant SALAMA MARKUS sent defendant GOMEZ a confirmatory email stating, "Your money at your account, check your bank."

k. On or about February 6, 2008, defendant SALAMA MARKUS, while in New Jersey, and SALAMA MARKUS' Wife, opened NJ Wachovia Account #7 in the name of Mookie Enterprises LLC to receive bribe payments through defendant NOURI, among others, which payments had first been deposited in foreign bank accounts.

l. On or about May 6, 2008, defendant SALAMA MARKUS received a wire transfer in the amount of \$199,950 from Banque Misr #1 to NJ Wachovia Account #4.

m. On or about May 15, 2008, defendant SALAMA MARKUS caused a wire transfer in the amount of \$59,975 to be made from NJ Wachovia Account #6 to GOMEZ'S Washington Bank Account.

n. In or about July 2008, defendant SALAMA MARKUS and SALAMA MARKUS' Wife opened NJ Wachovia Account #8 in the name of Mookie Enterprises LLC, to accept bribe payments in the United States from defendant NOURI and others, which payments first had been deposited into foreign bank accounts.

o. Between on or about July 17, 2008 and on or about July 22, 2008, defendant NOURI wired approximately \$100,000 from the NOURI Arab Banking Corporation Account into NJ Wachovia Account #7.

p. On or about July 22, 2008, at approximately 2:32 p.m., defendant SALAMA MARKUS received a telephone call in New Jersey from defendant NOURI which lasted approximately three minutes and ten seconds.

q. On or about July 23, 2008, at approximately 6:28 p.m., defendant SALAMA MARKUS received a telephone call in New Jersey from defendant NOURI which lasted approximately two minutes and twenty seconds.

i. On or about July 24, 2008, at approximately 5:01 p.m., defendant SALAMA MARKUS received a telephone call in New Jersey from defendant GOMEZ which lasted approximately one minute and fifty-five seconds.

r. On or about July 26, 2008, at approximately 2:14 p.m., defendant SALAMA MARKUS received a telephone call in New Jersey from defendant NOURI which lasted approximately three minutes and eight seconds.

s. On or about September 4, 2008, while in Jordan, defendant SALAMA MARKUS wired approximately \$849,955 from Housing Bank Account #1 to NJ Wachovia Account #4 which defendant SALAMA MARKUS had received from defendant NOURI.

t. On or about September 18, 2008, NJ Wachovia Account #5 received a wire transfer from "John Alfy Salama" at Housing Bank Account #3 in the amount of \$399,955.

u. Defendant SALAMA MARKUS, while in New Jersey, made or received at least nine telephone calls with defendant GOMEZ, while in Iraq, between on or about October 5 and 15, 2008:

- i. Outgoing call on October 5, 2008, lasting five minutes;
- ii. Incoming call on October 7, 2008, lasting thirty-seven seconds;
- iii. Outgoing call on October 11, 2008, lasting five seconds;
- iv. Outgoing call on October 11, 2008, lasting four minutes and fifty-two seconds;
- v. Outgoing call on October 12, 2008, lasting two minutes and thirteen seconds;
- vi. Incoming call on October 13, 2008, lasting three minutes and seven seconds;
- vii. Outgoing call on October 14, 2008, lasting two minutes and fifty-two seconds;
- viii. Outgoing call on October 15, 2008, lasting two minutes and seventeen seconds;
- ix. Incoming call on October 15, 2008, lasting one minute and forty-six seconds.

v. On or about October 22, 2008, defendant GOMEZ left Iraq for the United States; on or about November 2, 2008, defendant GOMEZ left the state of Washington and moved to Panama, and his employ with the USACE officially concluded in or about December 2008.

w. On or about November 5, 2008, the PA Wachovia Account received a wire transfer from Banque Misr #1 in the amount of \$199,950.



x. On or about November 5, 2008, at approximately 1:05 p.m., defendant SALAMA MARKUS received a telephone call in New Jersey from Panama, which lasted approximately one minute and fifty-four seconds.

y. On or about November 7, 2008, at approximately 3:02 p.m., defendant SALAMA MARKUS received a telephone call in New Jersey from Panama, which lasted approximately fifty-one seconds.

z. On or about November 10, 2008, defendant SALAMA MARKUS caused an international wire transfer in the amount of \$94,960 to be made from the PA Wachovia Account to GOMEZ'S Panamanian Bank Account.

aa. On or about November 11, 2008, at approximately 6:09 p.m., defendant SALAMA MARKUS received a telephone call in New Jersey from Panama, which lasted approximately two minutes and twenty-one seconds.

bb. On or about May 19, 2009, NJ Wachovia Account #1 received a wire transfer from Banque Misr Account #1 in the amount of \$49,965.

cc. On or about June 24, 2009, PA Bank of America Account #1 received a wire transfer from Housing Bank Account #3 in the amount of \$579,963.

dd. On or about July 7, 2009, NJ Wachovia Account #2 received a wire transfer from Arab Banking Corporation, originated by "John Salma [sic] and/or [SALAMA MARKUS' Wife]," in the amount of approximately \$29,970.

27. On or about the dates set forth below, in the District of New Jersey, and elsewhere, for the purpose of executing and attempting to execute this scheme and artifice to defraud, defendants

**JOHN ALFY SALAMA MARKUS**  
 a/k/a "John Alfy Salama,"  
 a/k/a "John Salama,"  
 a/k/a "Habib,"  
**AHMED NOURI**  
 a/k/a "Ahmed Bahjat,"  
 a/k/a "Hamada,"  
**AMMAR AL-JOBORY,**  
 a/k/a "Ammar Hussein Muhammed Al-Jobory,"  
 a/k/a "Big Ammar,"  
**MITHAQ AL-FAHAL,**  
 a/k/a "Mithaq Mahmood Al-Fahal,"  
 and  
**ONISEM GOMEZ**  
 a/k/a "Oni Gomez"

knowingly and intentionally did transmit and cause to be transmitted by means of wire communications in interstate and foreign commerce certain writings, signs, signals and sounds, as described below:

COUNT	APPROXIMATE DATE	INTERSTATE OR FOREIGN WIRE TRANSMISSION DESCRIPTION	APPROXIMATE AMOUNT
1	1/22/08	Wire transfer from Banque Misr #2 to NJ Wachovia Account #3	\$364,950
2	2/5/08	Wire transfer from NJ Wachovia Account # 6 to GOMEZ'S Washington Bank Account	\$14,975
3	2/5/08	Email from defendant SALAMA MARKUS to defendant GOMEZ confirming that money was at defendant GOMEZ's account	N/A
4	5/6/08	Wire transfer from Banque Misr #1 to NJ Wachovia Account #4	\$199,950

<b>COUNT</b>	<b>APPROXIMATE DATE</b>	<b>INTERSTATE OR FOREIGN WIRE TRANSMISSION DESCRIPTION</b>	<b>APPROXIMATE AMOUNT</b>
5	5/15/08	Wire transfer from NJ Wachovia Account #6 to GOMEZ'S Washington Bank Account	\$59,975
6	7/22/08	Wire transfer from NOURI'S Arab Banking Corporation Account to NJ Wachovia Account #7	\$99,970
7	9/8/08	Wire transfer from Housing Bank Account #1 to NJ Wachovia Account #4	\$849,955
8	9/18/08	Wire transfer from Housing Bank Account # 3 to NJ Wachovia Account #5	\$399,955
9	11/5/08	Telephone call to defendant SALAMA MARKUS in New Jersey from Panama	N/A
10	5/19/09	Wire transfer from Banque Misr #1 to NJ Wachovia Account #1	\$49,965
11	7/7/09	Wire transfer from Arab Banking Corporation (City Mall Branch) to NJ Wachovia Account #2	\$29,970

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

**COUNT 12**  
**(Conspiracy – Defendant NOURI and Related Companies)**

1. Paragraphs 1 to 8, 13 to 15, and 24 to 26, pertaining to defendant NOURI and companies related to him, of Counts 1 to 11 of this Indictment are realleged and incorporated as though fully set forth herein.

2. From in or about January 2007 to in or about November 2008, in the District of New Jersey, and elsewhere, defendants

JOHN ALFY SALAMA MARKUS  
a/k/a “John Alfy Salama,”  
a/k/a “John Salama,”  
a/k/a “Habib,”  
AHMED NOURI  
a/k/a “Ahmed Bahjat,”  
a/k/a “Hamada,”  
and  
ONISEM GOMEZ  
a/k/a “Oni Gomez,”

did knowingly and intentionally conspire and agree with each other and others to:

- a. defraud the United States by impairing, impeding, and defeating the lawful functions of the USACE; and
- b. commit an offense against the United States, that is, for defendants SALAMA MARKUS and GOMEZ, as public officials, to directly and indirectly, corruptly demand, seek, receive, accept, and agree to receive and accept things of value personally, and for others, that is, among other things, money, through defendant NOURI, in return for being influenced in the performance of defendants SALAMA MARKUS’ and GOMEZ’S official acts, and for being induced to do or omit to do acts in violation of defendants SALAMA MARKUS’ and GOMEZ’S official duties, including assisting in securing the award of, and payment on,

USACE contracts to companies associated with defendant NOURI, including ICCB, Ramiz Al-Iraq, and Silsilat Himreen, contrary to Title 18, United States Code, Sections 201(b)(2)(A)&(C).

**Object of the Conspiracy**

3. It was the object of the conspiracy for defendants SALAMA MARKUS and GOMEZ to profit personally by soliciting, demanding and accepting bribe and kickback payments from companies associated with defendant NOURI, including ICCB, Ramiz Al-Iraq and Silsilat Himreen, through defendant NOURI and others, in exchange for defendants SALAMA MARKUS' and GOMEZ'S use and misuse of their official positions to manipulate and influence the bidding, selection and award of, and payment on, USACE Iraqi reconstruction contracts to ICCB, Ramiz Al-Iraq, Silsilat Himreen, and other companies that defendant NOURI either worked for or controlled.

**Methods and Means of the Conspiracy**

4. It was part of the conspiracy that:

a. Defendant SALAMA MARKUS would obtain confidential and internal USACE information concerning IGEs and bids submitted by contractors on USACE Iraqi reconstruction contracts to which he was not entitled access;

b. Defendant SALAMA MARKUS would provide confidential and internal USACE information concerning IGEs and bids submitted by contractors on USACE Iraqi reconstruction contracts to defendant NOURI so that companies with which he was associated could secure lucrative USACE contracts;

c. Defendant SALAMA MARKUS would fail to report to the USACE the fact that defendant NOURI, who was associated with approximately eight contracting companies,

was engaging in bid rigging by submitting bids on behalf of all of his companies for the same USACE contract;

d. Defendants SALAMA MARKUS and GOMEZ would solicit, demand and accept money through defendant NOURI in exchange for defendants SALAMA MARKUS' and GOMEZ'S use and misuse of their official positions, including the dissemination of confidential information, the recommendation and approval of contracts and invoices, and other official action favorable to ICCB, Ramiz Al-Iraq, Silsilat Himreen and other companies that defendant NOURI either worked for or controlled;

e. Defendant SALAMA MARKUS would open and establish control over foreign bank accounts in Jordan and Egypt – in the name of defendant SALAMA MARKUS and his relatives – to receive these illegal payments from defendant NOURI and others before transferring these illegal payments to U.S. bank accounts; and

f. Defendant SALAMA MARKUS would maintain and disseminate to defendant NOURI spreadsheets and other records detailing USACE contracts awarded to companies associated with defendant NOURI, the value of those contracts, the percentage being solicited and demanded by defendant SALAMA MARKUS, the payments – whether by installment or lump sum – made by defendant NOURI and others to defendant SALAMA MARKUS, and, in certain cases, the date on which the illegal payments were deposited and the foreign account into which the illegal payments were deposited.

5. Among the acts conducted by defendants SALAMA MARKUS, NOURI and GOMEZ, and others in the District of New Jersey and elsewhere to carry out the conspiracy and effect its unlawful object were the following:

<b>OVERT ACT NO.</b>	<b>DATE</b>	<b>DESCRIPTION OF OVERT ACT</b>
1	1/3/07	Wire from defendant NOURI described in Counts 1 to 11, paragraph 25(d)
2	6/15/07	Email from defendant SALAMA MARKUS described in Counts 1 to 11, paragraph 24 (aaa)
3	6/20/07	Email from defendant SALAMA MARKUS described in Counts 1 to 11, paragraphs 24(h) & 25(g)
4	7/5/07	Email from defendant NOURI described in Counts 1 to 11, paragraph 25(h)
5	7/17/07	Email from defendant NOURI described in Counts 1 to 11, paragraphs 24(i) & (o) & 25(i) & (j)
6	8/22/07	Defendant SALAMA MARKUS opened foreign bank accounts described in Counts 1 to 11, paragraph 25(k)
7	8/23/07	Email from defendant SALAMA MARKUS described in Counts 1 to 11, paragraph 26(d)
8	8/29/07	Defendant SALAMA MARKUS received wire transfer described in Counts 1 to 11, paragraph 26(f)
9	10/31/07	Email from defendant SALAMA MARKUS described in Counts 1 to 11, paragraphs 24 (mm) & 25(o)
10	11/10/07	Email from defendant SALAMA MARKUS described in Counts 1 to 11, paragraph 25(p)
11	12/06/07	Email from defendant SALAMA MARKUS described in Counts 1 to 11, paragraph 25(r)
12	12/19/07	Defendant SALAMA MARKUS forwarded spreadsheet described in Counts 1 to 11, paragraph 25(s)
13	1/1/08	Email from defendant NOURI described in Counts 1 to 11, paragraph 25(t)
14	1/15/08	Defendant SALAMA MARKUS and others incorporated Mookie Enterprises described in Counts 1 to 11, paragraph 26(g)
15	2/12/08	Defendant SALAMA MARKUS approved invoice described in Counts 1 to 11, paragraph 24(r)

<b>OVERT ACT NO.</b>	<b>DATE</b>	<b>DESCRIPTION OF OVERT ACT</b>
16	3/12/08	Wire from defendant NOURI described in Counts 1 to 11, paragraph 25(x)
17	7/17/08	Bank deposit by defendant NOURI described in Counts 1 to 11, paragraph 25(aa)
18	9/21/08	Defendant GOMEZ approved invoice described in Counts 1 to 11, paragraph 24(l)
19	10/17/08	Defendant GOMEZ approved invoice described in Counts 1 to 11, paragraph 24(s)
20	10/18/08	Defendant GOMEZ approved invoice described in Counts 1 to 11, paragraph 24(l)

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



**COUNT 13**  
**(Conspiracy – Defendant AL-FAHAL’S Companies)**

1. Paragraphs 1 to 4, 7 to 15, and 24 to 26, pertaining to defendants AL-FAHAL and AL-JOBORY and related companies, of Counts 1 to 11 of this Indictment are realleged and incorporated as though fully set forth herein.

2. From in or about May 2006 to in or about November 2008, in the District of New Jersey, and elsewhere, defendants

JOHN ALFY SALAMA MARKUS  
a/k/a “John Salama,”  
a/k/a “John Alfy Salama,”  
a/k/a “Habib,”  
AMMAR AL-JOBORY,  
a/k/a “Ammar Hussein Muhammed Al-Jobory,”  
a/k/a “Big Ammar,”  
MITHAQ AL-FAHAL,  
a/k/a “Mithaq Mahmood Al-Fahal,”  
and  
ONISEM GOMEZ,  
a/k/a “Oni Gomez”

did knowingly and intentionally conspire and agree with each other and others to:

a. defraud the United States by impairing, impeding, and defeating the lawful functions of the USACE; and

b. commit an offense against the United States, that is, for defendants SALAMA MARKUS and GOMEZ, as public officials, to directly and indirectly, corruptly demand, seek, receive, accept, and agree to receive and accept things of value personally, and for others, through defendants AL-FAHAL and AL-JOBORY, in return for being influenced in the performance of defendants SALAMA MARKUS' and GOMEZ'S official acts, and for being induced to do or omit to do acts in violation of defendants SALAMA MARKUS' and GOMEZ'S

official duties, including assisting in securing the award of, and payment on, USACE contracts to companies associated with defendant AL-FAHAL and AL-JOBORY, including Sakar Al-Fahal and Al-Jubori Company, contrary to Title 18, United States Code, Sections 201(b)(2)(A)&(C).

**Object of the Conspiracy**

3. It was the object of the conspiracy for defendants SALAMA MARKUS and GOMEZ to profit personally by soliciting, demanding and accepting bribe and kickback payments from defendant AL-FAHAL, often through defendant AL-JOBORY, in exchange for defendant SALAMA MARKUS' and defendant GOMEZ'S use and misuse of their official positions to manipulate and influence the bidding, selection and award, and payment on, USACE Iraqi reconstruction contracts for Sakar Al-Fahal and Al-Jubori Company.

**Methods and Means of the Conspiracy**

4. It was part of the conspiracy that:
- a. Defendant SALAMA MARKUS would obtain confidential and internal USACE information concerning IGEs and bids submitted by contractors on USACE Iraqi reconstruction contracts to which he was not entitled access.
  - b. Defendants SALAMA MARKUS and GOMEZ would provide confidential and internal USACE information concerning IGEs and bids submitted by contractors on USACE reconstruction contracts to defendant AL-FAHAL so that companies with which he was associated – Sakar Al-Fahal and Al-Jubori Company – could secure lucrative USACE contracts.
  - c. Defendant AL-JOBORY would act as a “broker,” that is, solicit contractors in and around Gulf Region North willing to pay defendants SALAMA MARKUS,

GOMEZ and AL-JOBORY bribes and kickbacks on USACE contracts that defendants SALAMA MARKUS and GOMEZ would assist in securing the award of for Sakar Al-Fahal and Al-Jubori Company.

d. Defendants SALAMA MARKUS and GOMEZ would solicit, demand and accept money from defendant AL-FAHAL and others, with defendant AL-JOBORY'S assistance, in exchange for defendant SALAMA MARKUS' and defendant GOMEZ'S use and misuse of their official positions, including the dissemination of confidential information, the recommendation and approval of contracts and invoices, and other official action favorable to Sakar Al-Fahal and Al-Jubori Company.

e. Defendant SALAMA MARKUS would open and establish control over foreign bank accounts in Jordan and Egypt – in the name of defendant SALAMA MARKUS and his relatives – to receive these illegal payments from defendant AL-FAHAL, often through defendant AL-JOBORY, and others, before transferring these illegal payments to U.S. bank accounts.

f. Defendant SALAMA MARKUS would maintain and disseminate to defendants AL-JOBORY and AL-FAHAL spreadsheets and other records detailing: USACE contracts awarded to companies associated with defendant AL-FAHAL; the value of those contracts; the percentage being solicited and demanded by defendant SALAMA MARKUS; the payments – whether by installment or lump sum – made by defendant AL-FAHAL, often through defendant AL-JOBORY, to defendant SALAMA MARKUS, and, in certain cases, the date on which the illegal payments were deposited and the foreign account into which the illegal payments were deposited.

5. Among the acts conducted by defendants SALAMA MARKUS, GOMEZ, AL-FAHAL, AL-JOBORY, and others in the District of New Jersey and elsewhere to carry out the conspiracy and effect its unlawful object were the following:

OVERT ACT NO.	DATE	DESCRIPTION
1	9/8/06	Email sent from defendant SALAMA MARKUS described in Counts 1 to 11, paragraph 24 (ddd)
2	9/13/06	Email sent from defendant SALAMA MARKUS described in Counts 1 to 11, paragraphs 24 (eee) & 25(a)
3	9/19/06	Email sent from defendant SALAMA MARKUS described in Counts 1 to 11, paragraph 24 (fff)
4	10/15/06	Email sent from defendant SALAMA MARKUS described in Counts 1 to 11, paragraph 25 (b)
5	3/16/07	Email sent from defendant SALAMA MARKUS described in Counts 1 to 11, paragraph 24 (ggg)
6	8/3/07	Email sent from defendant SALAMA MARKUS described in Counts 1 to 11, paragraph 24 (hhh)
7	8/3/07	Email sent from defendant AL-JOBORY described in Counts 1 to 11, paragraph 24 (jjj)
8	8/3/07	Email sent from defendant SALAMA MARKUS described in Counts 1 to 11, paragraph 24 (kkk)
9	8/13/07	Email sent from defendant SALAMA MARKUS described in Counts 1 to 11, paragraph 24 (lll)
10	9/16/07	Email sent from defendant SALAMA MARKUS described in Counts 1 to 11, paragraph 24 (mmm)
11	10/18/07	Email sent from defendant SALAMA MARKUS described in Counts 1 to 11, paragraph 25 (m)
12	11/23/07	Email sent from defendant AL-JOBORY described in Counts 1 to 11, paragraph 25(q)

<b>OVERT ACT NO.</b>	<b>DATE</b>	<b>DESCRIPTION OF OVERT ACT</b>
13	1/10/08	Defendant SALAMA MARKUS accepted approximately \$45,000 bribe from defendant AL-FAHAL through defendant AL-JOBORY, described in Counts 1 to 11, paragraph 24 (nnn)
14	1/10/08	Defendant SALAMA MARKUS accepted approximately \$50,000 bribe from defendant AL-FAHAL through defendant AL-JOBORY, described in Counts 1 to 11, paragraph 24 (ooo)
15	1/14/08	Email sent from defendant SALAMA MARKUS described in Counts 1 to 11, paragraph 25 (v)
16	1/23/08	Email sent from defendant GOMEZ described in Counts 1 to 11, paragraph 25 (w)
17	1/25/08	Email sent from defendant SALAMA MARKUS regarding money in defendant GOMEZ's account described in Counts 1 to 11, paragraph 25 (w)
18	1/25/08	Email sent from defendant SALAMA MARKUS regarding project numbers described in Counts 1 to 11, paragraph 25 (w)
19	2/14/08	Defendant GOMEZ approved invoice described in Counts 1 to 11, paragraph 24 (ppp)
20	2/20/08	Defendant SALAMA MARKUS received a copy of an email regarding Sakar Al Fahal described in Counts 1 to 11, paragraph 24(uu)
21	2/20/08	Defendant SALAMA MARKUS received a copy of an email regarding Al-Jubori Company described in Counts 1 to 11, paragraph 24(vv)
22	3/16/08	Defendant GOMEZ approved invoice described in Counts 1 to 11, paragraph 24 (qqq)
23	3/18/08	Defendant SALAMA MARKUS approved invoice described in Counts 1 to 11, paragraph 24 (rrr)
24	3/26/08	Defendant SALAMA MARKUS accepted approximately \$35,000 bribe from defendant AL-FAHAL through defendant AL-JOBORY, described in Counts 1 to 11,

		paragraph 24 (sss)
25	4/1/08	Defendant SALAMA MARKUS accepted approximately \$45,000 bribe from defendant AL-FAHAL through defendant AL-JOBORY, described in Counts 1 to 11, paragraph 24 (ttt)

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

**COUNTS 14 - 17**

**(Use of Facilities in Foreign and Interstate Commerce with Intent to Distribute Bribery Proceeds and to Promote and Facilitate Bribery)**

1. Paragraphs 1 to 15 and 24 to 26 of Counts 1 to 11 of this Indictment are realleged and incorporated as though fully set forth herein.

2. On or about the dates listed below, in the District of New Jersey, and elsewhere, defendants set forth below knowingly and intentionally did use and cause to be used facilities in foreign and interstate commerce with the intent to distribute the proceeds of an unlawful activity and to otherwise promote, manage, establish, carry on and facilitate the promotion, management, establishment, and carrying on of an unlawful activity, namely, bribery contrary to Title 18, United States Code, Section 201(b)(2)(A)&(c), and, thereafter, acted and attempted to act to distribute the proceeds of the unlawful activity and to promote, manage, establish, carry on, and facilitate the unlawful activity, as follows:

<b>COUNT</b>	<b>DEFENDANT(S)</b>	<b>USE OF FACILITY IN FOREIGN AND INTERSTATE COMMERCE</b>	<b>SUBSEQUENT ACT(S)</b>
14	JOHN ALFY SALAMA MARKUS a/k/a "John Salama," a/k/a "John Alf Salama," a/k/a "Habib"	On or about August 23, 2007, defendant SALAMA MARKUS emailed SALAMA MARKUS' Wife with proof of deposits of approximately \$290,000 in bribery proceeds made to Housing Bank Account # 1 and Housing Bank Account #2, along with confirmation of an approximately \$20,000 transfer made to NJ Wachovia Account #2.	(a) On or about August 26, 2007, defendant SALAMA MARKUS emailed his brother in Egypt directing his brother to cause approximately \$300,000 to be transferred to NJ Wachovia Account #2 "for the house," referring to the construction of the SALAMA MARKUS RESIDENCE.  (b) On or about August 29, 2007, defendant SALAMA MARKUS received an email

			<p>from his brother informing SALAMA MARKUS that “we just got back from the bank, and bank man say you can ask your bank tomorrow to got it for nice house[.]”</p> <p>(c) On or about August 29, 2007, defendant SALAMA MARKUS received a wire transfer into NJ Wachovia Account #2 in the amount of approximately \$279,950 from Bank Misr Account #1.</p>
15	<p>JOHN ALFY SALAMA MARKUS a/k/a “John Salama,” a/k/a “John Alfy Salama,” a/k/a “Habib,” AMMAR AL-JOBORY, a/k/a “Ammar Hussein Muhammed Al-Jobory,” a/k/a “Big Ammar,” and ONISEM GOMEZ a/k/a “Oni Gomez”</p>	<p>On or about January 14, 2008, defendant SALAMA MARKUS emailed defendant AL-JOBORY, instructing defendant AL-JOBORY to send an approximately \$90,000 payment to SALAMA MARKUS to finance a bribe for defendant GOMEZ</p>	<p>(a) On or about January 23, 2008, defendant GOMEZ emailed defendant SALAMA MARKUS inquiring about the status of this bribe payment and advising SALAMA MARKUS to “ching up.”</p> <p>(b) On or about January 25, 2008, defendant SALAMA MARKUS responded to defendant GOMEZ’S by email advising that he had the money which would be transferred to GOMEZ’S account by that Monday morning.</p> <p>(c) On or about February 5, 2008, defendant SALAMA MARKUS caused a wire transfer in the amount of approximately \$14, 975 to be made from NJ Wachovia Account #6 to GOMEZ’S Washington Bank Account.</p>



16	JOHN ALFY SALAMA MARKUS a/k/a "John Salama," a/k/a "John Alfy Salama," a/k/a "Habib"	On or about January 19, 2008, defendant SALAMA MARKUS emailed his brother in Egypt, directing him to transfer funds to NJ Wachovia Account #3.	On or about January 22, 2008, defendant SALAMA MARKUS received a wire transfer in the amount of approximately \$364,950 from Banque Misr Account #2 to NJ Wachovia Account #3.
17	JOHN ALFY SALAMA MARKUS a/k/a "John Salama," a/k/a "John Alfy Salama," a/k/a "Habib," and ONISEM GOMEZ a/k/a "Oni Gomez"	Between on or about October 1, 2008 and on or about October 19, 2008, defendant SALAMA MARKUS made and received approximately 17 telephone calls to and from defendant GOMEZ.	(a) Between on or about November 5, 2008 and on or about November 11, 2008, defendant SALAMA MARKUS made and received approximately 5 telephone calls to and from defendant GOMEZ.  (b) On or about November 10, 2008, defendant SALAMA MARKUS caused an international wire transfer in the amount of approximately \$94,960 to be made from the PA Wachovia Account to defendant GOMEZ'S Panamanian Bank Account.

In violation of Title 18, United States Code, Sections 1952(a)(1) and (3) and Section 2.

**COUNTS 18 - 49**  
**(Transactions in Criminally Derived Property)**

1. Paragraphs 1 to 26 of Counts 1 to 11 of this Indictment are realleged and incorporated as though fully set forth herein.
2. On or about the dates set forth below, in the District of New Jersey and elsewhere, defendant

JOHN ALFY SALAMA MARKUS  
a/k/a "John Salama,"  
a/k/a "John Alfy Salama,"  
a/k/a "Habib,"

a United States person, knowingly engaged and attempted to engage in a monetary transaction in criminally derived property of a value greater than \$10,000 and that was derived from a specified unlawful activity, namely defendant SALAMA MARKUS' corrupt solicitation and acceptance of things of value including money, in return for being influenced in the performance of official acts and to violate official duties, contrary to Title 18, United States Code, Sections 201(b)(2)(A) & (C), and wire fraud, contrary to Title 18, United States Code, Sections 1343 and 1346:

COUNT	APPROXIMATE DATE	FINANCIAL INSTITUTIONS INVOLVED	APPROXIMATE VALUE OF MONETARY TRANSACTIONS EXCEEDING \$10,000
18	8/29/07	Funds transfer from NJ Wachovia Account #2 to NJ Wachovia Account #1	\$280,000
19	8/31/07	Wire transfer from NJ Wachovia Account #1 to a Minnesota bank account	\$80,000

<b>COUNT</b>	<b>APPROXIMATE DATE</b>	<b>FINANCIAL INSTITUTIONS INVOLVED</b>	<b>APPROXIMATE VALUE OF MONETARY TRANSACTIONS EXCEEDING \$10,000</b>
20	10/4/07	Wire transfer from NJ Wachovia Account #1 to NJ Wachovia Account #3	\$120,000
21	1/22/08	Wire transfer from NJ Wachovia Account #3 to NJ Wachovia Account #6	\$350,000
22	1/31/08	Counter withdrawal from NJ Wachovia Account #6	\$203,500
23	1/31/08	Counter deposit into NJ Wachovia Account #2	\$200,000
24	2/1/08	Check drawn on NJ Wachovia Account #2 to builder of the SALAMA MARKUS RESIDENCE (Pennsylvania)	\$19,800
25	2/1/08	Check drawn on NJ Wachovia Account #2 to builder of the SALAMA MARKUS RESIDENCE (Pennsylvania)	\$170,085
26	3/13/08	Debit from NJ Wachovia Account #3 to Overseas Military Car Sales	\$15,000
27	4/11/08	Debit from NJ Wachovia Account #3 to Overseas Military Car Sales	\$20,448.50
28	5/6/08	Debit from NJ Wachovia Account #3 to Overseas Military Car Sales	\$13,414
29	5/29/08	Check drawn on NJ Wachovia Account #4 to builder of the SALAMA MARKUS RESIDENCE (Pennsylvania)	\$48,736
30	7/22/08	Counter withdrawal from NJ Wachovia Account #7	\$30,000
31	7/30/08	Funds transfer from NJ Wachovia Account #7 to NJ Wachovia Account #8	\$65,000
32	8/15/08	Funds transfer from NJ Wachovia Account #4 to NJ Wachovia Account #1	\$30,000

<b>COUNT</b>	<b>APPROXIMATE DATE</b>	<b>FINANCIAL INSTITUTIONS INVOLVED</b>	<b>APPROXIMATE VALUE OF MONETARY TRANSACTIONS EXCEEDING \$10,000</b>
33	8/20/08	Check to "cash" drawn on NJ Wachovia #1	\$24,050.70
34	9/16/08	Wire transfer from NJ Wachovia Account #4 to NJ Bank of America Account #1 through New York	\$941,149.27
35	9/16/08	Wire transfer from NJ Bank of America Account #1 to NJ Bank of America Account #2	\$941,149.27
36	9/27/08	Bank check to "John Alfy Salama" drawn on NJ Wachovia Account #5	\$380,000
37	9/27/08	Deposit of bank check into NJ Bank of America Account #2	\$330,000
38	9/27/08	Deposit of bank check into NJ Bank of America Account #3	\$50,000
39	10/16/08	Cashiers check from NJ Bank of America Account #2 to title agency	\$850,807.54
40	10/21/08	Cashiers check from NJ Bank of America Account #2 to car dealer in Lehigh Valley, Pennsylvania	\$118,200
41	10/23/08	Funds transfer from NJ Bank of America Account #2 to NJ Bank of America Account #4	\$20,000
42	1/12/09	Debit from NJ Bank of America Account #2 to a department store in New Jersey	\$11,375.91
43	2/2/09	Funds transfer from NJ Bank of America Account #4 to NJ Wachovia Account #1	\$20,151.22

<b>COUNT</b>	<b>APPROXIMATE DATE</b>	<b>FINANCIAL INSTITUTIONS INVOLVED</b>	<b>APPROXIMATE VALUE OF MONETARY TRANSACTIONS EXCEEDING \$10,000</b>
44	3/10/09	Withdrawal from NJ Bank of America Account #3	\$20,000
45	3/10/09	Counter deposit to NJ Wachovia Account #1	\$20,000
46	4/7/09	Withdrawal from NJ Bank of America Account #3	\$15,000
47	4/21/09	Withdrawal from NJ Bank of America Account #3	\$10,718.59
48	7/1/09	Deposit cashier's check into NJ Wachovia Account #2	\$40,000
49	7/3/09	Personal check drawn on NJ Wachovia Account #2 to a motorcycle dealership in Center Valley, PA	\$30,000

In violation of Title 18, United States Code, Section 1957 and Section 2.

**TAX OFFENSES**

**COUNT 50**

**(Willfully Subscribing False Tax Return)**

1. Paragraphs 1 to 15 and 19 to 26 of Counts 1 to 11 of this Indictment are realleged and incorporated as if fully set forth herein.

2. From in or about January to October, 2008, defendant SALAMA MARKUS was a resident of New Jersey, sometimes deployed to Tikrit, Iraq for the USACE; from in or about October 2008 through April 2009, defendant SALAMA MARKUS was a resident of Pennsylvania.

3. Between in or about October 2008 and November 2008, defendant SALAMA MARKUS had an initial meeting with an accountant based in Flemington, New Jersey ("SALAMA MARKUS' Accountant"). This meeting took place at the office of an attorney working for defendant SALAMA MARKUS in Flemington.

4. In or about March 2009, defendant SALAMA MARKUS provided information to SALAMA MARKUS' Accountant for the preparation of the 2008 United States Individual Income Tax Return Form 1040 to be filed jointly on behalf of defendant SALAMA MARKUS and SALAMA MARKUS' Wife.

5. On or about October 14, 2009, in the District of New Jersey and elsewhere,  
defendant

**JOHN ALFY SALAMA MARKUS**  
a/k/a "John Salama,"  
a/k/a "John Alfy Salama,"  
a/k/a "Habib,"

did knowingly and willfully make and subscribe to the Internal Revenue Service ("IRS") a 2008 United States Individual Income Tax Return Form 1040 ("the 2008 Return"), which was verified by a written declaration that it was made under the penalties of perjury, which defendant SALAMA MARKUS did not believe to be true and correct as to every material matter. The 2008 Return was not true and correct as to every material matter in that the return reported taxable income for the calendar year 2008 of approximately \$176,775, but did not report additional taxable income in the amount of at least approximately \$1,201,450 from bribes and kickbacks that defendant SALAMA MARKUS had received in tax year 2008.

In violation of Title 26, United States Code, Section 7206(1).

**COUNT 51**

**(Willfully Subscribing False Tax Return)**

1. Paragraphs 1 to 15 and 24 to 26 of Counts 1 to 11 of this Indictment are realleged and incorporated as if fully set forth herein.

2. From in or about January 2009 to April 2010, defendant SALAMA MARKUS was a resident of Pennsylvania who, at times, was deployed to Mosul, Iraq while working for the USACE.

3. In or about March 2010, defendant SALAMA MARKUS engaged SALAMA MARKUS' Accountant in New Jersey to prepare a 2009 United States Individual Income Tax Return Form 1040 ("the 2009 Return") to be filed jointly on behalf of defendant SALAMA MARKUS and SALAMA MARKUS' Wife.

4. In the course of the preparation of the 2009 Return, defendant SALAMA MARKUS informed SALAMA MARKUS' Accountant that neither defendant SALAMA MARKUS nor SALAMA MARKUS' Wife had any interest in, or control over, a financial account in a foreign country at any time during tax year 2009.



5. On or about April 15, 2010, in the District of New Jersey and elsewhere,  
defendant

**JOHN ALFY SALAMA MARKUS**  
a/k/a "John Salama,"  
a/k/a "John Alfy Salama,"  
a/k/a "Habib,"

did knowingly and willfully make and subscribe to the IRS the 2009 Return, which was verified by a written declaration that it was made under the penalties of perjury, which defendant SALAMA MARKUS did not believe to be true and correct as to every material matter. The 2009 Return was not true and correct as to every material matter in that the return did not include a Schedule B, which form required defendant SALAMA MARKUS to disclose any interest in, signature authority or other authority over a financial account in a foreign country, when defendant SALAMA MARKUS maintained an interest in, signature authority or other authority over the following financial accounts in foreign countries:

- a. Housing Bank Account #3 (Jordan); and
- b. Banque Misr Account #1 (Egypt).

In violation of Title 26, United States Code, Section 7206(1).

**COUNTS 52 - 54**

**(Willful Failure to File Report of Foreign Bank and Financial Accounts)**

1. Paragraphs 1 to 15 and 19 to 26 of Counts 1 to 11 of this Indictment are realleged and incorporated as if fully set forth herein.

2. At all times relevant to Counts 52 to 54 of this Indictment, citizens and residents of the United States who had a financial interest in, signature authority, or other authority over one or more financial accounts in foreign countries with an aggregate value of the accounts of more than \$10,000 at any time during a particular tax year, were required to file with the U.S. Department of Treasury a Report of Foreign Bank and Financial Accounts on Form TD F 90-22.1 ("FBAR"). The FBAR for the applicable tax year was due by June 30 of the following year.

3. The FBAR reporting requirement was separate from the obligation of a United States citizen or resident to indicate on the Schedule B of a Form 1040 Federal income tax return whether that individual had any interest in, signature authority or other authority, over a financial account in a foreign country.

4. During tax year 2007, defendant SALAMA MARKUS had a financial interest in, signature authority, or other authority over the following financial accounts in foreign countries, which accounts had an aggregate of more than \$10,000:

- a. Housing Bank Account #1;
- b. Housing Bank Account #2; and
- c. Banque Misr Account #1

5. During tax year 2008, defendant SALAMA MARKUS had a financial interest in, signature authority, or other authority over the following financial accounts in foreign countries, which accounts had an aggregate of more than \$10,000:

- a. Banque Misr Account #1; and
- b. Banque Misr Account #2

6. During tax year 2009, defendant SALAMA MARKUS had a financial interest in, signature authority, or other authority over the following financial accounts in foreign countries, which accounts had an aggregate of more than \$10,000:

- a. Housing Bank Account #3; and
- b. Banque Misr Account #1

7. On or about the dates set forth below, in the District of New Jersey, and elsewhere, defendant

JOHN ALFY SALAMA MARKUS,  
a/k/a "John Salama,"  
a/k/a "John Alfy Salama,"  
a/k/a "Habib,"

for tax years set forth below, did knowingly and willfully fail to file with the U.S. Department of the Treasury a Report of Foreign Bank and Financial Accounts on Form TD F 90-22.1, disclosing that he had a financial interest in, and signature and other authority over certain financial accounts in foreign countries, which accounts had an aggregate value of more than \$10,000, and during the tax years set forth below:

COUNT	TAX YEAR	FOREIGN ACCOUNTS	DATE OF OFFENSE
52	2007	Housing Bank Account #1 Housing Bank Account #2 Banque Misr Account #1	6/30/08
53	2008	Banque Misr Account #1 Banque Misr Account #2	6/30/09
54	2009	Housing Bank Account #3 Banque Misr Account #1	6/30/10

In violation of Title 31, United States Code, Sections 5314 and 5322(a).

## **FORFEITURE ALLEGATIONS**

### **FIRST FORFEITURE ALLEGATION**

1. The allegations contained in Counts 1 to 17 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, Sections 1343 and 1346, as charged in Counts 1 to 11 of this Indictment; (b) conspiracy to defraud the United States and 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 Counts 12 and 13 of this Indictment; and (c) use of a facility in interstate or foreign commerce to distribute proceeds of an unlawful activity and to otherwise promote and facilitate such unlawful activity, in violation of Title 18, United States Code, Sections 1952(a)(1) and (3), as charged in Counts 14 to 17 of this Indictment, the convicted defendants shall forfeit to the United States of America any property, real or personal, which constitutes or is derived from proceeds traceable to these violations, including:

- a. a sum of money equal to at least \$4,200,000, for which the defendants are jointly and severally liable;
- b. All right, title and interest in, including all appurtenances and improvements thereon, in the real property known as the SALAMA MARKUS RESIDENCE, which is located at 404 Jacob Court, Nazareth, Pennsylvania 18064, more particularly described as Parcel Number: H7-5-11-21-0406, Block No. 5, Lot No. 11-21 in the County of Northampton;
- c. a 2007 Cadillac STS, 4-door sedan bearing Vehicle Identification Number (“VIN”) 1G6DW677970183529;
- d. a 2008 Harley-Davidson Electra Glide Ultra Classic motorcycle bearing VIN 1HD1FC4488Y640938;

- e. a 2007 Chevrolet Corvette Convertible bearing VIN 1G1YY36U275139074;
- f. a 2008 Subaru Tribeca bearing VIN 4S4WX93D984414323;
- g. a 2009 Harley-Davidson motorcycle bearing VIN 1HD1MAM119Y852405;
- h. a 2008 Ford F-450 Truck bearing VIN 1FTXW43R98EE25374; and
- i. a 2009 Lexus IS 250, 4-door sedan, bearing VIN JTHCK262595028371.

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

- 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).

## **SECOND FORFEITURE ALLEGATION**

1. The allegations contained in Counts 18 to 49 of this Indictment are hereby realleged and incorporated by reference for the purpose of noticing forfeiture pursuant to Title 18, United States Code, Section 982(a)(1).

2. Pursuant to Title 18, United States Code, Section 982(a)(1), upon conviction of an offense in violation of Title 18, United States Code, Section 1957, as charged in Counts 18 to 49 of this Indictment, defendant SALAMA MARKUS shall forfeit to the United States of America any property, real or personal, involved in such offense, and any property traceable to such property, including but not limited to:

- a. a sum of money equal to at least \$5,468,585.70;
- b. all right, title and interest in, including all appurtenances and improvements thereon, in the real property known as the SALAMA MARKUS RESIDENCE, which is located at 404 Jacob Court, Nazareth, Pennsylvania 18064, more particularly described as Parcel Number: H7-5-11-21-0406, Block No. 5, Lot No. 11-21 in the County of Northampton;
- c. a 2007 Cadillac STS, 4-door sedan bearing VIN 1G6DW677970183529;
- d. a 2008 Harley-Davidson Electra Glide Ultra Classic motorcycle bearing VIN 1HD1FC4488Y640938;
- e. a 2007 Chevrolet Corvette Convertible bearing VIN 1G1YY36U275139074;
- f. a 2008 Subaru Tribeca bearing VIN 4S4WX93D984414323;
- g. a 2009 Harley-Davidson motorcycle bearing VIN 1HD1MAM119Y852405;
- h. a 2008 Ford F-450 Truck bearing VIN 1FTXW43R98EE25374; and
- i. a 2009 Lexus IS 250, 4-door sedan, bearing VIN JTHCK262595028371.

3. If any of the property described above, as a result of any act or omission of defendant SALAMA MARKUS:

- 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 18, United States Code, Section 982(b)(1).

A TRUE BILL

FOREPERSON



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PAUL A. FISHMAN  
United States Attorney

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

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**UNITED STATES OF AMERICA**

**v.**

**JOHN ALFY SALAMA MARKUS, et al.**

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**INDICTMENT FOR**

18 U.S.C. §§ 371, 981(a)(1)(C),  
982, 1343, 1346, 1952(a)(1) and (3), 1957, and § 2;  
26 U.S.C. § 7206(1); 28 U.S.C. § 2461;  
31 U.S.C. §§ 5314 and 5322(a)

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**PAUL J. FISHMAN**

*U.S. ATTORNEY*

*NEWARK, NEW JERSEY*

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**SANDRA L. MOSER**

**ASSISTANT U.S. ATTORNEY**

**973-645-2729**

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