

IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS
AT ROCK ISLAND

FILED

JUN 8 2006

JOHN M. WATERS, Clerk
U.S. DISTRICT COURT
CENTRAL DISTRICT OF ILLINOIS

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
vs.)
)
MOHAMMAD SHABBIR KHAN, a/k/a)
SHABBIR KHAN,)
Defendant.)

Case No. 06- 40055
VIO: Title 18, United States
Code, Sections 1343, 1512(k),
1512(b)(3), 1956(h), 1001(a)(2)
and 2

INDICTMENT

THE GRAND JURY CHARGES:

COUNTS ONE THROUGH TWELVE
(Wire Fraud)

A. Introduction

1. The defendant, MOHAMMAD SHABBIR KHAN, also known as SHABBIR KHAN ("KHAN"), along with Stephen Lowell Seamans ("Seamans") and others, developed and executed a scheme to defraud the United States military. The scheme involved the payment of kickbacks from KHAN to Seamans in the amount of approximately US\$133,000 in connection with at least two government subcontracts for military dining facility services that Seamans awarded to KHAN's employer, Tamimi Global Company, Ltd.

B. Defendant KHAN and Seamans

2. At all times relevant to this indictment, the defendant, KHAN, was a citizen of the United States and a management-level employee of the Saudi Arabian company known as Tamimi Global Company, Ltd. ("Tamimi"). KHAN's duties included managing various business operations for Tamimi.

3. Seamans was employed by the company now known as Kellogg Brown & Root Services, Inc. ("KBR") from approximately March 1999 through approximately May 2003. From approximately October 2002 through November 2002 and from approximately March 2003 through May 2003, Seamans worked for KBR in Kuwait as a Procurement Materials and Property Manager. His duties as a Procurement Materials and Property Manager included the negotiation and awarding of government subcontracts under the government prime contract called "LOGCAP III."

C. The LOGCAP III Prime Contract

4. In December 2001, the United States Army Operations Support Command located at the Rock Island Arsenal, Rock Island, Illinois, within the Central District of Illinois, awarded a prime contract known as Logistics and Civil Augmentation Program III ("LOGCAP III") to KBR. The Army Field Support Command, also located at the Rock Island Arsenal, was the procurement command for LOGCAP III. As the procurement command for LOGCAP III, the

Army Field Support Command obligated and committed the funding for the prime contract.

5. Under LOGCAP III, KBR provided goods and services to the Army at Kuwait and other locations around the world. KBR performed specific requirements under LOGCAP III pursuant to task orders the Army issued.

6. KBR commonly used subcontractors to fulfill its obligations under LOGCAP III. These subcontractors invoiced KBR for their work, and KBR was responsible for paying the subcontractors. KBR thereafter invoiced the government for the cost of the work done by the subcontractors plus KBR's allowable fees.

7. In or about October 2002, a LOGCAP III task order required KBR to establish of a military dining facility at Camp Arifjan in Kuwait. On or about October 14, 2002, KBR awarded the Camp Arifjan dining facility subcontract to Tamimi. KBR designated the subcontract as subcontract no. GU49-KU-S0001 ("Subcontract 0001").

8. In or about April 2003, a LOGCAP III task order required KBR to establish a military dining facility at a palace in Baghdad, Iraq. On or about April 14, 2003, KBR awarded the palace dining facility subcontract to Tamimi. KBR designated the subcontract as subcontract no. GU68-OR-S00018 ("Subcontract 00018").

D. Tamimi's and KBR's Duty To Report Kickback Activity

9. At all times relevant to this indictment, at least one of the subcontracts identified in paragraphs 7 and 8 contained an Anti-Kickback Notice, stating:

“Subcontractors and suppliers are prohibited from offering any money, fee, commission, credit, gift, gratuity, thing of value or compensation of any kind directly or indirectly to [KBR] employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.”

10. At all times relevant to this indictment, at least one of the subcontracts identified in paragraphs 7 and 8 incorporated the Anti-Kickback Procedures set forth in Title 48, Code of Federal Regulations, Section 52.203-7, as part of the terms of the subcontract. This federal regulation, as incorporated in the subcontract, imposed a duty on Tamimi to report to KBR or the appropriate U.S. government authorities the providing of, attempt to provide, or offer of kickbacks and the solicitation of, acceptance of, or attempt to accept any kickbacks in connection with the government subcontract upon reasonable grounds to believe that such conduct had occurred.

11. At all times relevant to this indictment, the LOGCAP III prime contract incorporated the Anti-Kickback Procedures set forth in Title 48, Code of Federal Regulations, Section 52.203-7. This federal regulation, as incorporated in the LOGCAP III prime contract, imposed a duty on KBR to report to the

Department of Defense Office of Inspector General or United States Department of Justice the providing of, attempt to provide, or offer of kickbacks and the solicitation of, acceptance of, or attempt to accept any kickbacks in connection with the prime contract upon reasonable grounds to believe that such conduct had occurred.

12. At all times relevant to this indictment, KBR's Business Conduct Standards and Rules prohibited its employees from offering or accepting kickbacks from any company or person.

13. At all times relevant to this indictment, the policies and procedures set forth in KBR's Government Procurement and Procedures Manual were in effect. The policies and procedures applied to all KBR procurement organizations engaged in federal government procurement. The manual prohibited KBR employees from participating in "sensitive transactions," which included:

"Commercial bribes and kickbacks"; and

"Any other payments made or received for the purpose of influencing business awards, other than to bona fide sales representatives for services rendered. The making or receiving of payments shall also be construed to include the offer, solicitation, or acceptance of an offer of such payments."

Further, the manual imposed a requirement on KBR employees to report to the KBR Law Department any practice or proposed practice that violated the sensitive transactions prohibitions.

14. At all times relevant to this indictment, Title 41, United States Code, Section 56(a), and Title 48, Code of Federal Regulations, Section 52.203-7, authorized the LOGCAP III Contracting Officer, located at the Rock Island Arsenal, to offset the amount of any kickback in connection with the LOGCAP III prime contract from monies owed by the United States to KBR under the prime contract.

E. The Scheme to Defraud

15. From in or about October 2002 and continuing through at least in or about October 2003, in Kuwait, the Central District of Illinois, and elsewhere, KHAN, Seamans, and others knowingly devised and intended to devise a scheme and artifice to defraud the United States, and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, which scheme and artifice is described below.

The Manner and Means of the Scheme

16. It was part of the scheme that KHAN would pay kickbacks to Seamans for Seamans' awarding to Tamimi government subcontracts under the LOGCAP III prime contract.

17. It was further part of the scheme that KHAN paid kickbacks and caused kickbacks to be paid to Seamans, and to another individual and entities on Seamans' behalf, in the amount of approximately US\$133,000.

Acts in Furtherance of the Scheme

18. On or about October 9, 2002, KHAN hosted a birthday party for Seamans. At the party, KHAN provided Seamans with the services of a prostitute. When KHAN drove Seamans back to his quarters following the party, KHAN offered to pay Seamans a kickback in connection with Subcontract 0001. Seamans accepted KHAN's offer.

19. On or about October 13, 2002, Seamans sent an e-mail to certain KBR procurement personnel requesting their approval to award Subcontract 0001 to Tamimi. Included in the e-mail were documents and information Seamans represented as the "essential documents" for the KBR procurement personnel's decision-making process. Seamans omitted from his e-mail that KHAN had offered to pay kickbacks in connection with the subcontract and that Seamans had accepted the offer.

20. On or about October 14, 2002, Seamans awarded Subcontract 0001 to Tamimi in the not-to-exceed amount of US\$14,398,505 for dining facility services at Camp Arifjan, Kuwait, for a one-year period. Seamans executed the subcontract on behalf of KBR, and KHAN executed the subcontract on behalf of Tamimi.

21. In or about April 2003, Seamans provided KHAN with bid information pertaining to Subcontract 00018. Seamans, knowing the amount of

the bid submitted by another bidder, provided KHAN with the price Tamimi needed to bid to secure the award of Subcontract 00018.

22. On or about April 14, 2003, Seamans awarded Subcontract 00018 to Tamimi in the not-to-exceed amount of US\$2,000,000 for dining facility services at a palace in Baghdad, Iraq. Seamans awarded the subcontract by way of a document entitled "Letter Subcontract Anticipating a Fixed Price Type of Subcontract," which provided for the parties to enter into negotiations for a firm-fixed-price subcontract by April 24, 2003. Seamans executed the letter subcontract on behalf of KBR, and KHAN executed the letter subcontract on behalf of Tamimi.

23. On or about May 21, 2003, Seamans awarded to Tamimi a change order to Subcontract 00018 that increased the amount of the subcontract from US\$2,000,000 to US\$7,381,725.90 and specified the period of performance as six months from April 14, 2003, or through October 13, 2003. Seamans executed the change order on behalf of KBR, and KHAN executed the change order on behalf of Tamimi.

24. On or about May 21, 2003, Seamans sent an e-mail to certain KBR personnel requesting a requisition signed by a military representative for the increased price of Subcontract 00018. Seamans omitted from his e-mail that KHAN had previously offered to pay kickbacks to Seamans and, as of May 21, 2003, had already paid Seamans approximately US\$124,000 in kickbacks.

25. From in or about October 2002 through in or about October 2003, in connection with Subcontracts 0001 and 00018, KHAN paid kickbacks and caused kickbacks to be paid to Seamans and to another individual and entities on Seamans' behalf. The kickbacks were in the amount of approximately US\$133,000 and were in the form of U.S. currency and wire transfers.

26. Between in or about October 2002 through at least in or about October 2003, KHAN and Seamans failed to inform KBR that KHAN had offered to pay and had paid kickbacks to Seamans, thereby causing KBR to fail to inform the Department of Defense Office of Inspector General or United States Department of Justice of the offer and payment of kickbacks and depriving the LOGCAP III Contracting Officer the ability to offset monies owed by the United States to KBR under the LOGCAP III contract by at least the amount of the kickbacks.

27. By executing Subcontracts 0001 and 00018 on behalf of KBR on or about October 14, 2002, and April 14, 2003, respectively, Seamans represented that he was not receiving any kickback from Tamimi or its representatives in connection with his award of these subcontracts to Tamimi.

28. By executing Subcontracts 0001 and 00018 on behalf of Tamimi on or about October 14, 2002 and April 14, 2003, respectively, KHAN represented that neither he nor Tamimi had offered to pay and was not paying kickbacks to Seamans in connection with Seamans' awarding these subcontracts to Tamimi.

29. From in or about October 2002 through at least in or about October 2003, KHAN and Seamans induced the Army Field Support Command to obligate funding toward the task orders for Subcontracts 0001 and 00018 on the basis of the false premise represented by KHAN's and Seamans' execution of Subcontracts 0001 and 00018 and their failure to disclose the offer of kickbacks and the payment of kickbacks by KHAN to Seamans in connection with these subcontracts.

F. The Charge

30. On or about each of the below-specified dates from in or about October 2002 through at least in or about October 2003, in the Central District of Illinois and elsewhere, the defendant,

MOHAMMAD SHABBIR KHAN, a/k/a
SHABBIR KHAN,

for the purpose of executing and attempting to execute the above-described scheme and artifice to defraud the United States, and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, knowingly transmitted and caused to be transmitted in interstate and foreign commerce by means of wire communications certain writings, signs, signals, pictures, and sounds, as described in the following counts:

<u>Count</u>	<u>Date</u>	<u>Payment Method & Amount</u>	<u>Where Received</u>
1	10/29/02	Wire transfer of US\$2,965 from Kuwait	"M.S.'s" bank account in Maryland.
2	11/25/02	Wire transfer of US\$20,965 from Kuwait	Automobile loan lender in Georgia (U.S.A.)
3	4/17/03	Wire transfer of US\$8,000 from Bahrain	Seamans' bank account in Maryland
4	4/18/03	Wire transfer of US\$9,465 from Kuwait	Seamans' bank account in Maryland
5	4/23/03	Wire transfer of US\$9,000 from Bahrain	Seamans' bank account in Maryland
6	4/28/03	Wire transfer of US\$8,500 from Bahrain	Seamans' bank account in Maryland
7	5/12/03	Wire transfer of US\$9,500 from Bahrain	Seamans' bank account in Maryland
8	5/15/03	Wire transfer of US\$8,500 from Bahrain	Seamans' bank account in Maryland
9	5/16/03	Wire transfer of US\$7,500 from Bahrain	Seamans' bank account in Maryland
10	5/19/03	Wire transfer of US\$6,500 from Bahrain	Seamans' bank account in Maryland
11	5/21/03	Wire transfer of US\$3,000 from Saudi Arabia	Seamans' bank account in Maryland
12	10/2/03	Wire transfer of \$9,965 from Kuwait	Seamans' bank account in Maryland

All in violation of Title 18, United States Code, Sections 1343 and 2.

COUNT THIRTEEN
(Witness Tampering Conspiracy)

31. The Grand Jury incorporates by reference paragraphs 2 through 11 and 18 through 25 of Counts One through Twelve as though fully set forth in this Count Thirteen.

32. At all times relevant to this indictment, the person referred to herein as "Z.K." was a management-level employee of Tamimi. Z.K.'s duties included managing various business operations for Tamimi.

33. From at least in or about April 2005 and continuing through the present, in the Central District of Illinois and elsewhere, the defendant,

MOHAMMAD SHABBIR KHAN, a/k/a
SHABBIR KHAN,

did knowingly conspire with Z.K. and others to commit certain acts in violation of Title 18, United States Code, Section 1512(b)(3), that is, witness tampering.

Objectives of the Conspiracy

34. It was an objective of the conspiracy to knowingly and corruptly persuade Seamans to tell a false story to federal law enforcement authorities concerning the purpose and source of kickbacks KHAN had paid and caused to be paid to Seamans in the spring of 2003, with the intent to hinder, delay, and prevent the communication to federal law enforcement agents of information relating to the commission and possible commission of federal offenses. These federal offenses included, but were not limited to, the offer of and payment of

kickbacks in relation to a government prime contract, in violation of Title 41, United States Code, Section 53, and wire fraud, in violation of Title 18, United States Code, Section 1343.

35. It was further an objective of the conspiracy to knowingly and corruptly persuade and engage in misleading conduct toward federal law enforcement agents so that the agents would believe payments made by Tamimi and its managers to Seamans were not kickbacks, but instead were part of a private business venture between Z.K. and Seamans, with the intent to hinder, delay, and prevent the communication to other federal law enforcement agents, attorneys of the United States Department of Justice, and a judge of the United States of information relating to the commission and possible commission of federal offenses. These federal offenses included, but were not limited to, the offer of and payment of kickbacks in relation to a government prime contract in violation of Title 41, United States Code, Section 53, and wire fraud, in violation of Title 18, United States Code, Section 1343.

The Conspiracy

36. In or about April 2005, KHAN spoke with and otherwise communicated with Seamans, who was in the United States at the time, informing Seamans that an attache from the embassy or consulate in Bahrain had recently inquired into the source of wire transfers that Tamimi or one or more of its managers had paid to Seamans as kickbacks in the spring of 2003. KHAN told

Seamans that if Seamans were to have a business deal with Z.K., whereby the deal was for Seamans and Z.K. to jointly purchase a vehicle in the United States for sale in the Middle East, this would make the wire transfers the authorities inquired about appear to be a legitimate business investment by Z.K.

37. In or about April 2005, KHAN provided Seamans with contact information for Z.K.

38. On or about April 11, 2005, Z.K. sent an e-mail to Seamans in the United States, stating:

“This refers to our telephonic conversation in regards with the craven [sic] to be purchased ,

“would you pls send me all the details and when you can shift it to me.”

39. On or about April 15, 2005, Z.K. sent an e-mail to Seamans in the United States, stating:

“Thanks for your mail and it is ok if it didn’t work this time.

“I feel comfortable when you said you are going to wire transfer my fund, though it didn’t work this time but I will be more than happy to have business in future with an honest person like you.”

In the same e-mail, Z.K. provided Seamans with information pertaining to a bank account in the Middle East.

40. On or about April 15, 2005, in the United States, Seamans transferred more than US\$60,000 from his investment account to his bank account in

preparation for wire transferring the money to Z.K. in the Middle East as part of the cover-up.

41. On or about April 18, 2005, Seamans sent an e-mail from the United States to Z.K. in the Middle East stating that he (Seamans) had the funds available to wire transfer to Z.K. but that it appeared to Seamans as if Z.K. had provided Seamans with incomplete banking information to complete the transfer.

42. On or about April 22, 2005, in the United States, Seamans attempted, unsuccessfully, to electronically transfer more than US\$60,000 to Z.K. in the Middle East.

43. On or about May 11, 2005, Z.K. sent an e-mail to Seamans in the United States, stating:

“I am back to my station from my little R & R , though it was short but a good one. I checked with the Bank of Baghdad and it was told to me that any money transfer to Iraq should be through the bank outside Iraq and I have been given that name and swift # of two banks”

In this same e-mail, Z.K. provided Seamans with information pertaining to two bank accounts in the Middle East.

44. On or about August 28, 2005, in Kuwait, federal law enforcement agents interviewed Z.K. During the interview, Z.K. falsely told the agents:

(a) Z.K. and Seamans agreed in February or March 2003 to enter into a business venture to purchase armor-plated, United States-made vehicles for sale in Iraq;

(b) Z.K. had another Tamimi employee, referred to herein as "M.M.," wire transfer more than US\$60,000 to Seamans as Z.K.'s investment in the business venture;

(c) The armored vehicle deal with Seamans fell through; and

(d) Following the armored vehicle deal, Z.K. tried to get Seamans to purchase a recreational vehicle ("RV") or caravan in the United States to sell in the Middle East, but the RV deal also fell through.

45. On or about August 26 and 28, 2005, federal law enforcement agents interviewed KHAN. During the interview, KHAN told the agents:

(a) KHAN thought certain wire transfers of money that persons affiliated with Tamimi made to Seamans were for a business venture between Z.K. and Seamans for the purchase of armored cars or hardened vehicles in the United States for sale in the Middle East for profit; and

(b) KHAN was unaware of any kickbacks made to Seamans by Tamimi personnel.

46. During the interview in Kuwait, KHAN provided federal law enforcement agents with false and misleading documents to support his and Z.K.'s fictitious story about a business venture between Z.K. and Seamans. These documents included a document KHAN represented as an April 10, 2003, memorandum from Z.K. to KHAN in which Z.K. requested that KHAN advise the Tamimi finance department to give US\$67,000 of Z.K.'s year 2002 bonus to

M.M. These documents also included a document KHAN represented as an April 13, 2003, memorandum between Tamimi finance employees stating that the Operation Manager of Tamimi had approved Z.K.'s April 10, 2003, request.

47. On or about August 30, 2005, Z.K. sent an e-mail to Seamans in the United States, stating:

"What is going on man,I am still waiting for the transfer .

"Pls contact me by phone or mail so we can close this chapter once for all. Last time I sent you my account number and the swift number but I can't see the money transfer. Pls let me know when are you going to transfer the money back.

"Once again I am giving you my acct number and swift #.so you can send my money back. Expecting you to rreply [sic] ASAP."

In the e-mail, Z.K. provided Seamans with information pertaining to a bank account in the Middle East to which Seamans was to wire transfer the money.

48. On or about September 5, 2005, Z.K. sent an e-mail to Seamans in the United States, stating:

"I am still waiting for your reply about my money to be transferred back. It has been long time and it is of no use for you to keep my money with you where you already agreed to send my money back long time ago. Pls reply so I will know when I can have my money transferred back to me."

49. On or about the dates below, in an effort to support the fictitious business venture story, KHAN and Z.K. caused the Rock Island Division of the United States Attorney's Office, Central District of Illinois, to receive by mail false or misleading documents:

(a) September 12, 2005: documents relating to wire transfers made to Seamans by one or more Tamimi representatives in the spring of 2003; and

(b) September 16, 2005: e-mails between Z.K. and Seamans concerning the fictitious business venture.

50. On or about September 14, 2005, Z.K. spoke by telephone with Seamans, who was in the United States, and told Seamans the fictitious story Z.K. told the federal law enforcement agents in Kuwait in August 2005.

51. On or about October 3, 2005, Z.K. spoke by telephone with Seamans, who was in the United States, and asked Seamans to meet him in London, England.

52. On or about October 23, 2005, Z.K. spoke by telephone with Seamans, who was in the United States, and told Seamans that he would send Seamans an electronic plane ticket so that Seamans could meet him in London.

53. On or about October 24, 2005, Z.K. sent an electronic plane ticket to Seamans for his flight to London.

54. On or about October 25, 2005, Z.K. spoke by telephone with Seamans, who was in the United States, and confirmed that he (Seamans) had received the electronic plane ticket.

55. On or about October 28, 2005, KHAN and Z.K. met with Seamans in London, England. During the meeting:

(a) Z.K. explained to Seamans the fictitious story he (Z.K.) told federal law enforcement agents that interviewed him and KHAN in Kuwait in August 2005;

(b) Z.K. instructed Seamans that this was the story Seamans was to tell federal law enforcement agents when they questioned him concerning wire transfers from Tamimi and its representatives;

(c) KHAN and Z.K. told Seamans that they needed documentation showing that Seamans had wired approximately US\$65,000 back to Z.K.'s bank account;

(d) KHAN and Z.K. further instructed Seamans to wire transfer a sum of money to Z.K.'s bank account, that they would transfer the same sum of money back to Seamans, and that this process was to continue until Seamans sent a total of US\$65,000 to Z.K.'s bank account and Seamans received a total of US\$65,000 in return;

56. On or about November 4, 2005, Z.K. sent and caused to be sent an e-mail to Seamans in the United States, stating:

"Thanks for your mail and I am glad to have an honest friend like you which is very rare .

"It is Eid holidays in this part of the world,after the holidays I will check with my bank and I will come back to you with all the correct information you need from my side. No problem for the failure of our plan but there is always a next time to do some business .

"Pls be in touch and take care."

57. On or about March 22, 2006, in Rock Island, Illinois, federal law enforcement agents interviewed KHAN. During the interview, KHAN falsely told the agents:

(a) In 2003, Z.K. had a private side business deal with Seamans for the purchase of an armored vehicle in the United States for resale in the Middle East;

(b) To obtain money for Z.K.'s investment in the armored car deal with Seamans, Z.K. asked Tamimi to give US\$67,000 of his year 2002 bonus to M.M., a Tamimi manager in Bahrain;

(c) None of the money provided to Seamans by M.M. had anything to do with Tamimi's business with KBR;

(d) The armored vehicle deal with Seamans fell through;

(e) Neither Z.K., KHAN, nor Tamimi intended to pay kickbacks or bribes to Seamans through the payments made to Seamans;

(f) The payments made to Seamans were not made because Seamans had involvement in awarding or administering any subcontracts between KBR and Tamimi;

(g) The last time KHAN spoke with Seamans was in 2003; and

(h) The last place KHAN saw Seamans was in KHAN's office in Kuwait in 2003.

All in violation of Title 18, United States Code, Section 1512(k).

COUNT FOURTEEN
(Witness Tampering)

58. The Grand Jury incorporates by reference paragraphs 2 and 3 of Counts One through Twelve as though fully set forth in this Count Fourteen.

59. The Grand Jury incorporates by reference paragraphs 32 and 51 through 55 of Count Thirteen as though fully set forth in this Count Fourteen.

60. On or about October 28, 2005, the defendant,

MOHAMMAD SHABBIR KHAN, a/k/a
SHABBIR KHAN,

knowingly attempted to corruptly persuade another person, Seamans, with the intent to hinder, delay, and prevent the communication to a law enforcement officer of the United States of information relating to the commission and possible commission of a federal offense, including, but not limited to, the offer of and payment of kickbacks in relation to a government prime contract in violation of Title 41, United States Code, Section 53, and wire fraud, in violation of Title 18, United States Code, Section 1343.

All in violation of Title 18, United States Code, Section 1512(b)(3).

COUNT FIFTEEN
(Money Laundering Conspiracy)

61. The Grand Jury incorporates by reference paragraphs 2 through 11 and 18 through 25 of Counts One through Twelve as though fully set forth in this Count Fifteen.

62. The Grand Jury incorporates by reference paragraphs 32 and 36 through 57 of Count Thirteen as though fully set forth in this Count Fifteen.

63. From at least in or about April 2005 and continuing through the present, in the Central District of Illinois and elsewhere, the defendant,

MOHAMMAD SHABBIR KHAN, a/k/a
SHABBIR KHAN,

did conspire with Z.K. and others to transport, transmit, and transfer, and attempt to transport, transmit, and transfer funds, that is approximately US\$65,000, from a place in the United States to and through a place outside the United States and to a place in the United States from and through a place outside the United States, in violation of Title 18, United States Code, Section 1956(a)(2)(A).

Objectives of the Conspiracy

64. It was an objective of the conspiracy to promote the carrying on of one or more specified unlawful activities, which were obstruction of justice, in violation of 18 U.S.C. § 1503; conspiracy to tamper with a witness, in violation of

Title 18, United States Code, Section 1512(k); and witness tampering, in violation of Title 18, United States Code, Section 1512(b)(3).

Manner and Means of the Conspiracy

65. It was part of the conspiracy that KHAN and Z.K. instructed Seamans to send by wire transfer to Z.K. in the Middle East a total of approximately US\$65,000 through a series of partial payments.

66. It was further part of the conspiracy that, after each wire transfer from Seamans to Z.K., Z.K. was to return to Seamans the same amount of money.

67. It was further part of the conspiracy that KHAN and Z.K. sent and caused to be sent to the Rock Island Division of the U.S. Attorney's Office for the Central District of Illinois various documents that were false or misleading.

68. It was part of the conspiracy that the transferring of money from Seamans to Z.K. and Z.K. to Seamans and the providing of false and misleading documents to the United States Attorney's Office were to support the fictitious story that KHAN and Z.K. told the federal law enforcement agents and instructed Seamans to tell the federal law enforcement agents.

All in violation of Title 18, United States Code, Section 1956(h).

COUNT SIXTEEN
(False Statement)

69. The Grand Jury incorporates by reference paragraphs 1 through 3 of Counts One through Twelve as though fully set forth in this Count Sixteen.

70. The Grand Jury incorporates by reference paragraph 32 of Count Thirteen as though fully set forth in this Count Sixteen.

71. On or about March 22, 2006, in the Central District of Illinois, the defendant,

MOHAMMAD SHABBIR KHAN, a/k/a
SHABBIR KHAN,

did knowingly and willfully make a materially false, fictitious, and fraudulent statement and representation in a matter within the jurisdiction of the Federal Bureau of Investigation and the Army Criminal Investigation Command, agencies within the executive branch of the United States, in that the defendant, in response to questions posed to him during an interview in which federal law enforcement agents participated, stated:

(a) In 2003, Z.K. had a private side business deal with Seamans for the purchase of an armored vehicle in the United States for resale in the Middle East;

(b) To obtain money for Z.K.'s investment in the armored car deal with Seamans, Z.K. asked Tamimi to give US\$67,000 of his year 2002 bonus to M.M., a Tamimi manager in Bahrain;

- (c) None of the money provided to Seamans by M.M. had anything to do with Tamimi's business with KBR;
- (d) The armored vehicle deal with Seamans fell through;
- (e) Neither Z.K., KHAN, nor Tamimi intended to pay kickbacks or bribes to Seamans through the payments made to Seamans;
- (f) The payments made to Seamans were not made because Seamans had involvement in awarding or administering any subcontracts between KBR and Tamimi;
- (g) The last time KHAN spoke with Seamans was in 2003; and
- (h) The last place KHAN saw Seamans was in KHAN's office in Kuwait in 2003.

72. The defendant well knew when he made this statement that it was false, fictitious, and fraudulent.

All in violation of Title 18, United States Code, Section 1001(a)(2).

~~s/Foreperson~~
FOREPERSON

~~s/ U. S. Attorney~~
RODGER A. HEATON
UNITED STATES ATTORNEY

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