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Description of document: The first five pages of closing documents associated with each Office of the Special Inspector General for Afghanistan Reconstruction (SIGAR) investigations closed during CY 2014 (to date)

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Release date: 08-December-2014
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Note: Material released 29-Dec-2014 begins on PDF page 67

Source of document: Office of Privacy, Records, and Disclosure
SIGAR
400 Army Navy Drive, CP6
Arlington, VA 22202-4704
Email: FOIA@SIGAR.mil

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SIGAR

Office of the Special Inspector General
for Afghanistan Reconstruction

VIA ELECTRONIC TRANSMISSION

November 21, 2014

Re: FOIA Request #2015-F-001

This is an interim response to your Freedom of Information Act (FOIA) request to the Special Inspector General for Afghanistan Reconstruction (SIGAR), seeking the following information:

“A copy of the first five pages of the closing document (Report of Investigation, Closing Memo, Final Report, Referral Memo, Referral Letter, etc.) associated with each SIGAR closed investigation closed during calendar year 2014 to date.”

Your request is dated October 8, 2014. However, this office did not officially receive your request until October 16, 2014.

We have granted your request under the FOIA, Title 5 U.S.C. § 552, as amended. Our search identified 27 pages of electronic information responsive to your request. After a thorough review of the identified files, I have determined that portions of them are exempt from disclosure under the FOIA, 5 U.S.C. § 552 (b)(4), (b)(7)(A), and (b)(7)(C). We are releasing 27 pages in part.

On pages containing redacted information, we have provided the FOIA exemption upon which we have relied: Exemption 4 – protects information “such as trade secrets and commercial or financial information obtained from a company on a privileged or confidential basis which, if released, would result in competitive harm to the company.” Exemption 7(A) – protects information compiled for law enforcement purposes that could “reasonably be expected to interfere with enforcement proceedings.” Exemption 7(C) – protects law enforcement information that “could reasonably be expected to constitute an unwarranted invasion of personal privacy.”

Under the FOIA’s administrative appeal provision, you have the right to administratively appeal any adverse determination(s) that an agency makes against this FOIA request. If you are not satisfied with this determination, you may appeal to the appellate authority within 60 days from the date of this letter. Your appeal should include the original copy of your request, the final response letter, and a detailed justification supporting your appeal. The envelope should be plainly marked, indicating that it is a FOIA appeal. If you decide to appeal, please send your appeal to:

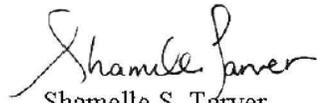
Office of Privacy, Records & Disclosure

Special Inspector General for Afghanistan
2530 Crystal Drive
Arlington, VA 22202-3940

Provisions of the FOIA allow us to recover part of the cost of complying with your requests. In this instance, because the cost is below the fee threshold, no fee will be charged.

We will continue processing your request and will follow up with you no later than December 8, 2014, regarding the status of your request. If you have any questions concerning this request, please contact the Office of Privacy, Records & Disclosure at (703)545-6046, or sigar.pentagon.gencoun.mbx.foia@mail.mil. Please subject all inquiries using the assigned request number above. We appreciate your patience as we proceed with your request.

Sincerely,



Shamelle S. Tarver
Public Information Manager



SIGAR

Office of the Special Inspector General
for Afghanistan Reconstruction

VIA ELECTRONIC TRANSMISSION

November 14, 2014

Re: FOIA Request #2015-F-001

This is an interim response to your Freedom of Information Act (FOIA) request to the Special Inspector General for Afghanistan Reconstruction (SIGAR), seeking the following information:

“A copy of the first five pages of the closing document (Report of Investigation, Closing Memo, Final Report, Referral Memo, Referral Letter, etc.) associated with each SIGAR closed investigation closed during calendar year 2014 to date.”

Your request is dated October 8, 2014. However, this office did not officially receive your request until October 16, 2014.

The purpose of this letter is to inform you that an extension (of up to ten working days) is being invoked, in accordance with 5 U.S.C. § 552(a)(6)(B), to ensure the orderly processing of your request. This extension is necessary to search a voluminous amount of records, and examine the information responsive to your request.

We plan to respond to your request by November 28, 2014. If you have any questions concerning this request, please contact the Office of Privacy, Records & Disclosure at (703)545-6046, or sigar.pentagon.gen-coun.mbx.foia@mail.mil. Please subject all inquiries using the assigned request number above. We appreciate your patience as we proceed with your request.

Sincerely,

Shamelle Tarver
Public Information Manager



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Office of the Special Inspector General
for Afghanistan Reconstruction

VIA ELECTRONIC TRANSMISSION

December 8, 2014

Re: FOIA Request #2015-F-001

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Your request is dated October 8, 2014. However, this office did not officially receive your request until October 16, 2014.

We have granted your request under the FOIA, Title 5 U.S.C. § 552, as amended. Our search identified 29 pages of electronic information responsive to your request. After a thorough review of the identified files, I have determined that portions of them are exempt from disclosure under the FOIA, 5 U.S.C. § 552 (b)(4), (b)(7)(A), and (b)(7)(C). We are releasing 29 pages in part.

On pages containing redacted information, we have provided the FOIA exemption upon which we have relied: Exemption 4 – protects information “such as trade secrets and commercial or financial information obtained from a company on a privileged or confidential basis which, if released, would result in competitive harm to the company.” Exemption 7(A) – protects information compiled for law enforcement purposes that could “reasonably be expected to interfere with enforcement proceedings.” Exemption 7(C) – protects law enforcement information that “could reasonably be expected to constitute an unwarranted invasion of personal privacy.”

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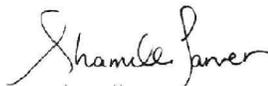
Office of Privacy, Records & Disclosure

Special Inspector General for Afghanistan
2530 Crystal Drive
Arlington, VA 22202-3940

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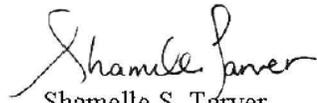
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Sincerely,



Shamelle S. Tarver
Public Information Manager



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for Afghanistan Reconstruction

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Sincerely,

A handwritten signature in black ink that reads "Shamelle Tarver". The signature is written in a cursive style.

Shamelle Tarver
Public Information Manager



SIGAR

Office of the Special Inspector General
for Afghanistan Reconstruction

Administrative Communication - Report of Investigation

Precedence: Routine

Date: 1/27/2014

To: SIGAR Investigations Directorate

Attn: (b) (7)(C)

From: Special Agent in Charge, Afghanistan

Contact: (b) (7)(C)

Created By: (b) (7)(C)

CCN: 0167-13-KAF-6-0078

Lead Agency: SIGAR - Special Inspector General for Afghanistan Reconstruction

(b) (7)(A)

Title: (b) (7)(A), LLC, KANDAHAR AIRFIELD, AFGHANISTAN

Synopsis: Request case be closed.

Details: From January 2012 until May 2012, (b) (7)(A) a U.S. based company, allegedly engaged in the procurement and use of stolen meal cards. In addition, Letters of Authorizations (LOA) were used to feed higher ranking (b) (7)(A) employees. A former (b) (7)(A) employee, (b) (7)(C) claimed to be intimately involved in the procurement and tracking of the stolen meal cards. (b) (7)(C) initially denied (b) (7)(C) had a spreadsheet detailing the stolen meal cards. During Facebook contact with a friend, (b) (7)(C) stated (b) (7)(C) had the spreadsheet. During a second interview, (b) (7)(C) admitted the spreadsheet existed but (b) (7)(C) did not have possession of the spreadsheet. (b) (7)(C) referred Case Agents to the (b) (7)(A) computers. Prior Case Agent obtained computers from (b) (7)(A) but was unable to have the computers analyzed. The computers were returned to (b) (7)(A) without review. Without the spreadsheet, it is impossible to determine what entities (U.S. or not) were charged for the use of the stolen meal cards or the loss amount.

CLASSIFICATION:
CUI // FOUO

WARNING

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To: SIGAR Investigations Directorate

Contact: (b) (7)(C)

Date: 1/27/2014

Title: (b) (7)(A), LLC,
KANDAHAR AIRFIELD, AFGHANISTAN

A fraudulent LOA was located in the possession of an (b) (7)(A) employee. This LOA indicated the U.S. Army Corp of Engineers (USACE) was fraudulently charged for the use of the LOA. Army CIV CID interviewed USACE who indicated they could not locate any charges related to the fraudulent LOA.

Information obtained from the TCNs and other witnesses indicates (b) (7)(C), the ranking (b) (7)(A) manager at KAF and a U.S. Citizen, condoned the purchase of the stolen meal cards and the use of the counterfeit LOA's. Although witness testimony indicates TCNs at (b) (7)(A) engaged in the purchase and use of stolen meal cards and LOAs, with the full knowledge and consent of U.S. citizen (b) (7)(C), no documentation or affirmation of any entity being defrauded can be obtained. Any prosecution would rely on the testimony of TCNs whose whereabouts are currently unknown. Identification of a victim and a loss amount cannot be determined.

On January 22, 2014, (b) (7)(C), SIGAR Attorney (b) (7)(C), declined to pursue debarment action in this matter. (b) (7)(C) concurred this matter should be closed.

On January 23, 2014, Assistant United States Attorney (b) (7)(C) (AUSA (b) (7)(C)) declined prosecution in this matter. On January 27, 2014, AUSA (b) (7)(C) concurred with SA (b) (7)(C) request to destroy the LOA currently maintained in evidence.

LEAD(s):**Set Lead 1: (Info)**SIGAR HQ, AT ARLINGTON, VA:

For information and closure.

Set Lead 2: (Info)SIGAR Kabul:

For information.

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SIGAR

Office of the Special Inspector General
for Afghanistan Reconstruction

Administrative Communication - General

Precedence: Routine

Date: 8/1/2014

To: SIGAR Investigations Directorate

Attn: (b) (7)(C)

From: SIGAR Investigations Directorate Washington Field Office

Contact: (b) (7)(C)

Created By: (b) (7)(C)

CCN: 0018-12-WFO-3-0002

Lead Agency: DCIS - Defense Criminal Investigative Service

(b) (7)(A)

Title: (b) (7)(C)

Details: Investigation initiated by DCIS Resident Agency Tampa, FL subsequent to receipt of information from a confidential source that (b) (7)(C) was engaged in a scheme to launder approximately \$39,080.00 through a bank account established in Kosovo. (b) (7)(C) wired the funds from the Kosovo bank to three separate U.S. bank accounts held by himself and spouse (b) (7)(C), between September 15, 2010, and January 19, 2011. At the time the funds were wired to the U.S. bank accounts (b) (7)(C) was performing duties as U.S. Army contractor with (b) (7)(C) Federal Global Projects, Inc. (b) (7)(C) at Bagram Air Base, Afghanistan.

During May 2011 the investigation determined that (b) (7)(C) wired nearly \$40,000 in amounts under \$10,000.00 through an account opened in Kosovo to accounts held with Achee in the U.S.

During July 2012 (b) (7)(C) was interviewed at home in Tampa, FL. During the interview (b) (7)(C) admitted to sending money to the U.S. through a Kosovo bank account in increments under \$10,000. (b) (7)(C) admitted knowledge of the reporting currency requirements; however,

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CUI // FOUO

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To: SIGAR Investigations Directorate

Contact: (b) (7)(C)

Date: 8/1/2014

Title: (b) (7)(C)

(b) (7)(C) stated the money was obtained legitimately through an allotment from (b) (7)(C) salary. (b) (7)(C) denied receiving any bribes; however explained (b) (7)(C) started the allotment because (b) (7)(C) was hiding money from (b) (7)(C) spouse, whom (b) (7)(C) intended to divorce.

During August/September 2012 the investigation determined, through the review of (b) (7)(C) documents, that (b) (7)(C) statement regarding (b) (7)(C) allotment was accurate.

During October 2012, Assistant U.S. Attorney (b) (7)(C) declined criminal prosecution of this matter. No additional civil or administrative action was contemplated.

Exhibits(s):

LEAD(s):

Set Lead 1: (Info)

SIGAR Washington Field Office – Close Case

Set Lead 2: (Info)

SIGAR

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SIGAR

Office of the Special Inspector General
for Afghanistan Reconstruction

Administrative Communication - General

Precedence: Routine

Date: 6/17/2014

To: SIGAR Investigations Directorate

Attn: (b) (7)(C)

From: SIGAR Investigations Directorate – Washington Field Office

Contact: (b) (7)(C)

Created By: (b) (7)(C)

CCN: 0080-12-SLO-3-0030

Lead Agency: SIGAR - Special Inspector General for Afghanistan Reconstruction

(b) (7)(A)

Title:

Details: This investigation was initiated based on information provided to SIGAR Investigations by (b) (7)(C) Director of (b) (7)(C) on or about January 19, 2012. (b) (7)(C) reported (b) (7)(C) was approached by (b) (7)(C), an interpreter for the (b) (7)(C) Salerno sometime in June 2011. (b) (7)(C) told (b) (7)(C) needed to pay (b) (7)(C) (b) (7)(C) USA, \$50,000 or (b) (7)(C) might cancel (b) (7)(C) contracts. (b) (7)(C) refused to pay and was later informed by (b) (7)(C) that (b) (7)(C) was upset with (b) (7)(C) because (b) (7)(C) had sent an email to (b) (7)(C) personal email account. (b) (7)(C) was told (b) (7)(C) would be blacklisted by the JCCS. (b) (7)(C) claimed two of (b) (7)(C) contracts were cancelled around that time. (b) (7)(C) met with (b) (7)(C) again on or around December 11, 2011 at which time (b) (7)(C) told (b) (7)(C) (b) (7)(C) replacement, Captain (b) (7)(C) USAF, was asking for \$50,000 in order for (b) (7)(C) to get more contracts. (b) (7)(C) said (b) (7)(C) refused to pay. Prior to this interview with SIGAR Investigations, (b) (7)(C) contacted or met with SIGAR on the following occasions:

On December 1, 2011 (b) (7)(C) filed a complaint with the SIGAR Hotline alleging (b) (7)(C) had been unfairly denied the ability to continue to bid on U.S. Government contracts. (b) (7)(C) described the

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To: SIGAR Investigations Directorate

Contact: (b) (7)(C)

Date: 6/17/2014

Title: (b) (7)(C)

email incident with Captain (b) (7)(C) and said most of (b) (7)(C) contracts were cancelled at that time. (b) (7)(C) failed to report (b) (7)(C) June encounter with (b) (7)(C)

On December 8, 2011 (b) (7)(C) met with SIGAR (b) (7)(C) and Investigator (b) (7)(C) regarding (b) (7)(C) Hotline complaint. (b) (7)(C) was told by ASAC (b) (7)(C) (b) (7)(C) issues were not criminal and there was nothing SIGAR could do for (b) (7)(C). When asked if (b) (7)(C) knew of any other criminal activity involving bribes by contractors or kickback demands by contracting officers in return for contracts, (b) (7)(C) reported the following:

(b) (7)(C) was the former interpreter for (b) (7)(C), a (b) (7)(C) employee. (b) (7)(C) had been at Salerno for approximately six years and was friends with (b) (7)(C) contracting officer (b) (7)(C). Both (b) (7)(C) and (b) (7)(C) were (b) (7)(C). During (b) (7)(C) deployment (b) (7)(C) resigned from (b) (7)(C) and started (b) (7)(C). (b) (7)(C) worked with (b) (7)(C) to get contracts for (b) (7)(C). Within six months (b) (7)(C) was awarded about 25 contracts, some without bidding. (b) (7)(C) would pay bribes to (b) (7)(C) via (b) (7)(C). Once (b) (7)(C) left Afghanistan, (b) (7)(C) continued to get contracts with (b) (7)(C)'s help. (b) (7)(C), the (b) (7)(C) Afghan quality assurance engineer, was a (b) (7)(C) partner and in (b) (7)(C) position with the (b) (7)(C) approved poor work performed by (b) (7)(C)

(AGENTS NOTE: (b) (7)(C) was assigned to (b) (7)(C) Salerno from June-December 2011 and in place at the time of this interview. (b) (7)(C) began contracting with (b) (7)(C) Salerno in April 2009. (b) (7)(C) is Caucasian.)

(b) (7)(C) did not mention (b) (7)(C) encounters with (b) (7)(C) during this interview.

On December 15, 2011 (b) (7)(C) met with ASAC (b) (7)(C) and Investigator (b) (7)(C) again; however, no additional information was obtained. (b) (7)(C) did not mention either of (b) (7)(C) encounters with (b) (7)(C)

On December 20, 2011 (b) (7)(C) met with ASAC (b) (7)(C) and Investigator (b) (7)(C) for a third time. During this interview, (b) (7)(C) finally told about (b) (7)(C) encounters with (b) (7)(C) in June and December 2011 and Basit's request for \$50,000 on behalf of Captains (b) (7)(C) and (b) (7)(C). (b) (7)(C) indicated (b) (7)(C) was also the facilitator for bribes between local contractors and the (b) (7)(C) contracting officers; in doing so (b) (7)(C) received a portion of the bribe money. (b) (7)(C) said that the (b) (7)(C) spoke of during the December 8, 2011 meeting with SIGAR was SSgt (b) (7)(C)

(AGENT'S NOTE: There was no explanation in the report as to why (b) (7)(C) misidentified (b) (7)(C) as (b) (7)(C) in the December 8, 2011 interview)

Based on the above referenced interviews, an investigation was initiated to examine allegations of corruption within the (b) (7)(C) Salerno. (b) (7)(C) (b) (7)(C) (b) (7)(C) (b) (7)(C) (b) (7)(C) (b) (7)(C)

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To: SIGAR Investigations Directorate

Contact: (b) (7)(C)

Date: 6/17/2014

Title: (b) (7)(C)

(b) (7)(C) and (b) (7)(C) were all listed as subjects of the investigation.

On January 22, 2012 (b) (7)(C) met with ASAC (b) (7)(C) SA (b) (7)(C) and Investigator (b) (7)(C) regarding fuel theft issues at FOB Salerno. During the interview, (b) (7)(C) alleged (b) (7)(C) went to Dubai on January 16, 2012 to meet with Americans involved with the theft.

On February 6, 2012 (b) (7)(C) met with ASAC (b) (7)(C) SA (b) (7)(C) and Investigator (b) (7)(C) and provided copies of five construction contracts (b) (4)

(b) (4) awarded to (b) (7)(C) by the (b) (7)(C) Salerno from June through October 2009. (b) (7)(C) believed there was a complex bribery scheme at Salerno involving these contracts. (b) (7)(C) also advised (b) (7)(C) knew of a former (b) (7)(C) (b) (7)(C) who had knowledge of the scheme and additional documentation.

Review of the above listed contracts determined that (b) (7)(C) was the contracting officer on only two of the contracts (b) (4) (b) (7)(C) (b) (7)(C) USAF, awarded two of the contracts (b) (4) and (b) (7)(C) (b) (7)(C) USA, awarded one (b) (4) (b) (7)(C) and (b) (7)(C) were both added as subjects of the investigation.

On February 14, 2012 SAs (b) (7)(C) and (b) (7)(C) and Investigator (b) (7)(C) interviewed (b) (7)(C) President of (b) (7)(C) and friend of (b) (7)(C) (b) (7)(C) provided the following information:

(b) (7)(C) knew (b) (7)(C) from the United States and introduced (b) (7)(C) to (b) (7)(C). When (b) (7)(C) started (b) (7)(C) company (b) (7)(C) did not have any money to work on projects. (b) (7)(C) approached (b) (7)(C) father, (b) (7)(C), to set up an agreement to work together. (b) (7)(C) would be the financier. Formal agreements between (b) (7)(C) and (b) (7)(C) were made indicating the following: (b) (7)(C) would be awarded the contracts through (b) (7)(C) (b) (7)(C) would receive solicitations from companies who bid on proposals and tell (b) (7)(C) of bid prices; (b) (7)(C) would provide the quality assurance for ongoing projects; the profits would be equally divided into thirds, 1/3 to (b) (7)(C) 1/3 to (b) (7)(C) and 1/3 to (b) (7)(C) (b) (7)(C) and (b) (7)(C) (b) (7)(C) provided copies of six (6) agreements written in Pashtu.

The first agreement (translated) described the overall arrangement between (b) (7)(C) (b) (7)(C) and (b) (7)(C) and laid out the division of profits between (b) (7)(C) (b) (7)(C) (b) (7)(C) (b) (7)(C) (b) (7)(C) and (b) (7)(C)

The second agreement (translated) reported a total profit of \$40,500 for the three buildings under contract W91B4P-09-C-0152 and allowed for the disbursement of \$13,500 to (b) (7)(C) \$13,500 to (b) (7)(C) (b) (7)(C) and (b) (7)(C) with the remaining \$13,500 to (b) (7)(C) "for our partners."

(AGENT'S NOTE: this contract was awarded by TSgt (b) (7)(C) on June 22, 2009; three

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Contact: (b) (7)(C)

Date: 6/17/2014

Title: (b) (7)(C)

days after (b) (7)(C) arrived at the (b) (7)(C) Salerno)

The third agreement (translated) reported a total profit of \$125,000 for the five buildings under contract (b) (4) and allowed for the disbursement of \$41,666 for (b) (7)(C) \$41,666 to (b) (7)(C) (b) (7)(C) and (b) (7)(C) with the remaining \$41,666 to (b) (7)(C) for "our local nationals and foreign partners."

The fourth agreement (translated) reported a total profit of \$90,000 for the two buildings under contract (b) (4) and allowed for the disbursement of \$30,000 to (b) (7)(C) \$30,000 to (b) (7)(C) (b) (7)(C) and (b) (7)(C) and the remaining \$30,000 to (b) (7)(C) for "our local nationals and foreign partners."

(AGENT'S NOTE: this contract was not among those identified by (b) (7)(C) during (b) (7)(C) February 6, 2011 interview)

The fifth agreement (translated) reported a total profit of \$17,000 for the (b) (7)(C) under contract (b) (4) and allowed for the disbursement of \$5,666 to (b) (7)(C) \$5,666 to (b) (7)(C) (b) (7)(C) and (b) (7)(C) and the remaining \$5,666 to (b) (7)(C) for "our local nationals and foreign partners."

The sixth agreement (translated) reported a total profit of \$40,000 for (b) (7)(C) under contract (b) (4) and allowed for the disbursement of \$13,333 to (b) (7)(C) \$13,333 to (b) (7)(C) (b) (7)(C) and (b) (7)(C) and the remaining \$13,333 to (b) (7)(C) for "Sgt (b) (7)(C) (b) (7)(C) and (b) (7)(C)

(AGENT'S NOTE: This contract was issued by SSgt (b) (7)(C) on October 22, 2009)

(b) (7)(C) and (b) (7)(C) were kicked out of the partnership when (b) (7)(C) went to (b) (7)(C) asking (b) (7)(C) to provide a \$300,000 bribe payment in advance for a three million dollar contract for (b) (7)(A) (b) (7)(A). The payment was to be paid to (b) (7)(C) (b) (7)(C) (b) (7)(C) and (b) (7)(C) refused to provide the funding and (b) (7)(C) went to (b) (7)(C) for further financing

(AGENT'S NOTE: The (b) (7)(A) contracts were issued on September 21, 2010 by contracting officer (b) (7)(C) (b) (7)(C) left Afghanistan in December 2009).

On March 12, 2012 (b) (7)(C) met with (b) (7)(C), US Army CID, ASAC (b) (7)(C) and Investigator (b) (7)(C) (b) (7)(C) served as the Vice President of (b) (7)(C) until (b) (7)(C) and (b) (7)(C) had a falling out. The information (b) (7)(C) provided was very similar to that previously provided by (b) (7)(C) but (b) (7)(C) added the following:

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Contact: (b) (7)(C)

Date: 6/17/2014

Title: (b) (7)(C)

(b) (7)(C) and (b) (7)(C) met with (b) (7)(C) and came back with a contract to (b) (7)(A)

(AGENT'S NOTE: This (b) (4) -was issued by (b) (7)(C) on June 22, 2009, three days after (b) (7)(C) arrived in Afghanistan).

In addition to (b) (7)(C) several contracts were awarded by contracting officers (b) (7)(C) (b) (7)(C) and (b) (7)(C) was one of the contracting officers paid by (b) (7)(C) owned 6 or 7 companies but (b) (7)(C) could not identify them by name. (b) (7)(C) planned to send \$150,000.00 to Mitchell's brother in the United States within a few days. (b) (7)(C) told (b) (7)(C) the money was for the purchase of equipment for the (b) (7)(C) that would be shipped to Salerno. (b) (7)(C) believes this money is payment to (b) (7)(C). When shown photos of various subjects, (b) (7)(C) was able to identify (b) (7)(C) and (b) (7)(C) but (b) (7)(C) could not identify (b) (7)(C) (b) (7)(C) (b) (7)(C) (b) (7)(C) or (b) (7)(C)

(AGENT'S NOTE: (b) (7)(C) USAF, issued five (5) contracts to (b) (7)(C) during (b) (7)(C) deployment at (b) (7)(C) Salerno (March-August 2010). Although (b) (7)(C) was never formally listed as a subject of the investigation, (b) (7)(C) bank statements were subpoenaed)

On February 8, 2012 SA (b) (7)(C) received an email from (b) (7)(C), (b) (7)(C) Joint Theater Support Contracting Command regarding a conversation (b) (7)(C) had with (b) (7)(C), (b) (7)(C) (b) (7)(C). (b) (7)(C) was requesting a sole source award for (b) (7)(C) company) even though there was a debarment package pending and (b) (7)(C) was listed as C2X (rejected). No other information was provided. As a result of this contact, (b) (7)(C) was added to the subject list.

The Investigation

The ICCTF (SIGAR, Army CID, DCIS and the FBI) launched an extensive investigative effort to gather background information on the above referenced subjects. Queries of DEIDS, DCII, REDD, JPAS, JAMMS, FinCEN, Boarder Crossing and CLEAR were conducted for all American service members. Eagle Cash Card applications were reviewed to identify possible bank accounts. Grand Jury subpoenas were served on the three credit reporting companies for all subjects to identify additional financial sources. Requests for mail covers were submitted to the US Postal Service for APO and US addresses. Hotmail, Yahoo, Gmail and Facebook preservation letters were issued in hopes of capturing relevant emails between listed subjects. The investigation disclosed the following:

(b) (7)(C), USA - (b) (7)(C)

To: SIGAR Investigations Directorate

Contact: (b) (7)(C)

Date: 6/17/2014

Title: (b) (7)(C)

(b) (7)(C)

The allegations raised against (b) (7)(C) and (b) (7)(C) lacked any direct evidence. According to (b) (7)(C) the demand for \$50,000 came from (b) (7)(C) who inferred (b) (7)(C) was speaking for (b) (7)(C) and (b) (7)(C). These alleged incidents occurred in June 2011 and on or about December 11, 2011. (b) (7)(C) failed to report either incident when (b) (7)(C) filed (b) (7)(C) Hotline complaint with SIGAR or when (b) (7)(C) met with SIGAR agents on December 8 and 15, 2011; (b) (7)(C) waited until December 20, 2011. The fact that both demands were for \$50,000 is suspect.

In a Department of Defense Memorandum dated June 27, 2011 (copy provided by (b) (7)(C) Task Force 2010, Kabul, Afghanistan, referred (b) (7)(C) its president and job supervisor at FOB Salerno for proposed debarment based on evidence of direct connections to nefarious individuals and indirect connections to the Haqqani Network and Taliban insurgents. This is the reason why (b) (7)(C) was not allowed to contract with the (b) (7)(C) (b) (7)(C) had full knowledge of this. Neither (b) (7)(C) nor (b) (7)(C) effected the action against (b) (7)(C) nor could they do anything to help (b) (7)(C). On November 19, 2011 Capt. (b) (7)(C) sent an email to (b) (7)(C) regarding a series of emails the (b) (7)(C) received in August 2011 from (b) (7)(C). The writer alleged a scheme perpetrated by (b) (7)(C) to award contracts to (b) (7)(C) own construction company, (b) (7)(A). The author of the emails claimed to have evidence of audio recordings and written agreements of the scheme. (b) (7)(C) feared (b) (7)(C) gained access to the writer and may have made contact with (b) (7)(C). Unfortunately (b) (7)(C) did not receive the email until March 7, 2012 (the email had been directed to an account SA (b) (7)(C) did not have access to). (b) (7)(C) and (b) (7)(C) made attempts to contact the complainant through email but were unsuccessful.

The fact that (b) (7)(C) referred the above incident to SIGAR would indicate (b) (7)(C) had suspicions about (b) (7)(C) trustworthiness.

Bank records for both (b) (7)(C) and (b) (7)(C) were subpoenaed. Records for (b) (7)(C) disclosed no significant findings or questionable financial activities. Records for (b) (7)(C) were never produced and therefore, never reviewed.

On October 3, 2012 (b) (7)(C) and (b) (7)(C) names were removed from the subject list. (b) (7)(C) was interviewed on April 15, 2013. (b) (7)(C) provided no derogatory information regarding (b) (7)(C) and could not recall (b) (7)(C).

(b) (7)(C) was interviewed on February 13, 2014. (b) (7)(C) stated that (b) (7)(C) had no knowledge of any illegal activity in the contracting office during (b) (7)(C) deployment.

(b) (7)(C) , SSgt. USAF – (b) (7)(C) :

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Contact: (b) (7)(C)

Date: 6/17/2014

Title: (b) (7)(C)

(b) (7)(C)

(b) (7)(C) was the contracting officer for six (6) contracts awarded to (b) (7)(C) to include (b) (4) and (b) (4) five (5) of these contracts were awarded before (b) (7)(C) was deployed to (b) (7)(C) Salerno and/or became involved with (b) (7)(C) contracts.

(b) (7)(C) was never specifically identified by either (b) (7)(C) or (b) (7)(C) as being part of the complex bribery scheme. (b) (7)(C) did recall contracts being issued by (b) (7)(C) but (b) (7)(C) did not say (b) (7)(C) was paid nor could (b) (7)(C) identify (b) (7)(C) in a picture line up.

The Pashtu agreement associated with (b) (4) made no reference to (b) (7)(C) by name. (b) (4) was not among the contracts associated with the Pashtu agreements.

Review of (b) (7)(C) bank accounts disclosed no significant findings or questionable financial activities during or immediately following (b) (7)(C) deployment.

On October 2, 2012 (b) (7)(C) name was removed from the subject list.

(b) (7)(C) was interviewed on April 17, 2013, and provided no derogatory information.

(b) (7)(C), USAF – Deployed to (b) (7)(C) Salerno August 2009 – February 2010 (b) (7)(C) awarded one (1) contract to (b) (7)(C) (b) (4) (b) (7)(C) was never specifically identified by either (b) (7)(C) or (b) (7)(C) as being part of the complex bribery scheme. The Pashtu agreement associated with contract (b) (4) made no reference to (b) (7)(C) by name. Instead, the agreement specifically mentioned (b) (7)(C) who did not award the contract.

(b) (7)(C) recalled (b) (7)(C) being one of the contracting officers paid by (b) (7)(C) (b) (7)(C) also stated (b) (7)(C) had no contact with the Americans and (b) (7)(C) did not handle anything financial, like payment to the partners. (b) (7)(C) could not identify a photo of (b) (7)(C)

Review of (b) (7)(C) bank accounts disclosed no significant findings or questionable financial activities during or immediately following (b) (7)(C) deployment.

On October 2, 2012 (b) (7)(C) name was removed from the subject list.

(b) (7)(C) SSgt, USAF (b) (7)(C)
(b) (7)(C)

(b) (7)(C) awarded only three (b) (7)(C), (b) (4)

(b) (7)(C)s claim, TSgt (b) (7)(C) awarded the contract for the (b) (7)(A)

on June 22, 2009. (b) (7)(C) arrived in Salerno just a few days prior to this.

(b) (7)(C) name (no signature) does appear on the Pashtu agreement describing the scheme and the

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Contact: (b) (7)(C)

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Title: (b) (7)(C)

division of profits. (b) (7)(C) name also appears on the Pashtu agreement referencing contract (b) (4); however, (b) (7)(C) did not award this contract, SSgt (b) (7)(C) did. (b) (7)(C) name does not appear on the Pashtu agreements referencing contracts (b) (4)

Review of (b) (7)(C) addresses and assignments prior to 2009 disclosed no commonalities with those of (b) (7)(C). It is questionable as to whether the two knew each other prior to Salerno.

(b) (7)(C) returned to the United States on December 16, 2009. The (b) (7)(A) contracts were awarded on September 21, 2010 by contracting officer (b) (7)(C)

Review of (b) (7)(C) bank accounts disclosed no significant findings or questionable financial activities during or immediately following (b) (7)(C) deployments.

(b) (7)(C) was interviewed on December 18, 2012 by (b) (7)(C). The interview disclosed the following:

(b) (7)(C) did not recall if (b) (7)(C) awarded or supervised any contracts associated with (b) (7)(C) (b) (7)(C) and (b) (7)(C) company, (b) (7)(C). If (b) (7)(C) had, the number would be minimal. When shown copies of the Pashtu agreements, (b) (7)(C) stated (b) (7)(C) had never seen the documents before and was never involved in accepting money from anyone. (b) (7)(C) knew of and dealt with (b) (7)(C) but never had a face-to-face meeting with (b) (7)(C). When (b) (7)(C) inspectors either didn't show or did a less than adequate job, (b) (7)(C) would have email traffic with (b) (7)(C) to get the matter straightened out. (b) (7)(C) remembered (b) (7)(C) as doing half decent work when (b) (7)(C) wanted to. (b) (7)(C) prices were usually very high and all (b) (7)(C) wanted was money. (b) (7)(C) was always in the (b) (7)(C) office looking for work. At one point (b) (7)(C) got arrested in a dispute over equipment and wanted the U.S. to bail (b) (7)(C) out. When that did not happen, (b) (7)(C) was upset with (b) (7)(C). Prior to (b) (7)(C) deployment, (b) (7)(C) was put on the "do not hire" list twice. (b) (7)(C) filled in last minute for a contracting job at FOB Shank. (b) (7)(C) answered one solicitation when (b) (7)(C) was at there, but did not receive the contract. (b) (7)(C) recalled a situation where (b) (7)(C) company was extended on a contract. The contract was for portable latrine maintenance which was coming to an end. If the contract was put out to bid without an extension, the latrines would have had about a month without maintenance.

(b) (7)(C), USAF - (b) (7)(C)

(b) (7)(C) one of the officers who awarded (b) (7)(C) contracts but did not indicate (b) (7)(C) was paid. There were no other allegations involving (b) (7)(C) (b) (7)(C) was never listed as a subject of the investigation.

Review of (b) (7)(C) bank accounts disclosed no significant findings or questionable financial activities during or immediately following (b) (7)(C) deployment.

(b) (7)(C), USAF - Deployed to (b) (7)(C) Salerno 2010

(b) (7)(C) awarded six (6) contracts to (b) (7)(C) to include the three (b) (7)(A)

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Contact: (b) (7)(C)

Date: 6/17/2014

(effective September 21, 2010). (b) (7)(C) alleged \$300,000 was to be paid to (b) (7)(C) and (b) (7)(C) for that award. (b) (7)(C) left (b) (7)(C) Salerno in December 2009 and had no involvement with the award. (b) (7)(C) bank records were subpoenaed to determine if (b) (7)(C) benefited from the award

(AGENT'S NOTE: (b) (7)(C) was never listed as a subject of the investigation).

Review of (b) (7)(C) bank accounts disclosed no significant findings or questionable financial activities during or immediately following (b) (7)(C) deployment.

(b) (7)(C) (b) (7)(C) Contractor, (b) (7)(C) Industries – Assigned to FOB Salerno 2006 – present (b) (7)(C) is a (b) (7)(C) contractor and has been assigned at FOB Salerno since 2006. Review of (b) (7)(C) addresses prior to 2009 disclosed no commonalities with (b) (7)(C) and it is questionable as to whether the two actually knew each other prior to Salerno.

Review of (b) (7)(C) bank accounts disclosed no significant findings or questionable financial activities to include any association with (b) (7)(A)

(b) (7)(C) was interviewed on January 16, 2013 by (b) (7)(C) and (b) (7)(A). The interview disclosed the following:

(b) (7)(C) met (b) (7)(C) in January 2007 when (b) (7)(C) was an interpreter for (b) (7)(A) and later (b) (7)(C) left (b) (7)(C) to work with the US Military. (b) (7)(C) then started (b) (7)(C) own construction company. (b) (7)(C) told (b) (7)(C) worked for (b) (7)(C) in 2007-2008. (b) (7)(C) bid on and was awarded the contract to build the (b) (7)(A). Last year (b) (7)(C) approached (b) (7)(C) and asked if (b) (7)(C) knew anyone in the US who could assist (b) (7)(C) with obtaining materials and an electrician. (b) (7)(C) went to (b) (7)(C) father who suggested (b) (7)(C) go to (b) (7)(C) brother for help. (b) (7)(C) was hired by (b) (7)(C) to acquire, purchase and ship materials to (b) (7)(C) for the (b) (7)(A) project (b) (7)(C) said (b) (7)(C) has never received any money from (b) (7)(C) in connection with contracts awarded to (b) (7)(C) and (b) (7)(C) (b) (7)(C) said (b) (7)(C) received no compensation from (b) (7)(C) brother on the (b) (7)(A) project. (b) (7)(C) described (b) (7)(C) as a close friend.

(b) (7)(C) was questioned about (b) (7)(C) relationship with the Regional Contracting Office (b) (7)(C) FOB Salerno. (b) (7)(C) advised (b) (7)(C) did not know any contracting officers at the (b) (7)(C) FOB Salerno. Specifically, (b) (7)(C) said (b) (7)(C) did not know (b) (7)(C) (b) (7)(C) (b) (7)(C) (b) (7)(C) said (b) (7)(C) did not know (b) (7)(A) (b) (7)(C) the Cultural Advisor at the (b) (7)(C) FOB Salerno. (b) (7)(C) advised (b) (7)(C) knew of (b) (7)(C) (b) (7)(A) described (b) (7)(C) as the Afghan (b) (7)(A) who works on projects at FOB Salerno. (b) (7)(C) said (b) (7)(A) office is (b) (7)(A) (b) (7)(A) at FOB Salerno

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Contact: (b) (7)(C)

Date: 6/17/2014

Title: (b) (7)(C)

(b) (7)(C)

On March 20, 2012 SA (b) (7)(C) received an email from SFC (b) (7)(C), (b) (7)(C) Salerno. (b) (7)(C) received an email from (b) (7)(C) advising (b) (7)(C) had purchased all of the materials needed for the (b) (7)(C) contract. Copies of an invoice from (b) (7)(C), TX and the related wire transfer were attached. The invoice disclosed the purchase of (b) (7)(C) and shipping fees totaling \$146,772.00.

Review of all bank statements and documents pertaining to (b) (7)(C) disclosed the company is owned by (b) (7)(C) and (b) (7)(C) ((b) (7)(C)). It was registered with the State of Nevada on February 27, 2012. No other connection to (b) (7)(C) (b) (7)(C) could be substantiated.

On or about October 10, 2012 SA (b) (7)(C) observed the installation of rollup doors on the (b) (7)(C) sites at (b) (7)(C) Salerno.

(b) (7)(C) (b) (7)(C)

(b) (7)(C) was awarded a total of 31 contracts by the (b) (7)(C) Salerno between April 22, 2009 and December 11, 2011. Eleven (11) of those contracts were awarded between April and October 2009. All 31 contracts were competitively bid. The (b) (7)(C) had no issues with the quality of construction provided by (b) (7)(C)

SAs (b) (7)(C) and (b) (7)(C) interviewed (b) (7)(C) on August 31, 2012 following (b) (7)(C) release from the detention facility at FOB Salerno where (b) (7)(C) was held for approximately two weeks and questioned about insurgent activities and contracts (b) (7)(C) had on FOB Salerno. (b) (7)(C) stated the following:

Prior to starting (b) (7)(C) (b) (7)(C) worked as an interpreter for (b) (7)(C) (b) (7)(C) at (b) (7)(A). Shortly after being approved to bid on contracts, (b) (7)(C) was awarded a small fence contract by contracting officer Sgt (b) (7)(C) (b) (7)(C) split the profits from this contract with (b) (7)(C) business partners (b) (7)(C) (VP), (b) (7)(C) (b) (7)(C) and (b) (7)(C)

Sgt (b) (7)(C) told (b) (7)(C) (b) (7)(C) did a good job and would include (b) (7)(C) on future contract solicitations. (b) (7)(C) bid on and was awarded numerous subsequent contracts. According to (b) (7)(C) neither Sgt (b) (7)(C) nor (b) (7)(C) asked (b) (7)(C) for money. (b) (7)(C) consulted with (b) (7)(C) cousin, (b) (7)(C) on larger projects. (b) (7)(C) was an (b) (7)(C) and worked for (b) (7)(C) (b) (7)(C) at (b) (7)(C). At that time, (b) (7)(C) had a large number of projects at FOB Salerno.

Farhad's relationship with (b) (7)(C) deteriorated to the point of having to use the local jirga to settle differences. At one point, (b) (7)(C) threatened to kill (b) (7)(C) (b) (7)(C) expects additional

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Contact: (b) (7)(C)

Date: 6/17/2014

Title: (b) (7)(C)

issues with (b) (7)(C) once the (b) (7)(A) contract is completed.

The (b) (7)(A) project called for materials with US electrical standards which could not be purchased in Afghanistan. (b) (7)(C) contacted (b) (7)(C) and asked if (b) (7)(C) had any contacts in the US who could help (b) (7)(C). (b) (7)(C) told (b) (7)(C) that (b) (7)(C) brother (b) (7)(C) had a company in the construction and music industry that could acquire the materials and ship them to Afghanistan. (b) (7)(C) wired (b) (7)(C) company, (b) (7)(C) \$150,000 which included \$8,000 for (b) (7)(C) salary and expenses.

(AGENT'S NOTE): At the time of the interview, (b) (7)(C) was still waiting delivery of the (b) (7)(C) to Salerno).

When shown copies of the documents alleged to be contracts signed by (b) (7)(C) partners, (b) (7)(C) said the signatures were valid but the agreements were forgeries and in the handwriting of (b) (7)(C). (b) (7)(C) said (b) (7)(C) never paid money to the contracting officers, the interpreters at the (b) (7)(C) or to (b) (7)(C). (b) (7)(C) believes (b) (7)(C) and others want (b) (7)(C) to be blacklisted so they can get more contracts from the (b) (7)(C).

(b) (7)(C) started contracting with (b) (7)(C) Salerno about the same time as (b) (7)(C). They both used (b) (7)(C) cousin as an engineer. As (b) (7)(C) began receiving larger contracts, (b) (7)(C) and (b) (7)(C) stopped talking to one another.

(b) (7)(C) said (b) (7)(C) did not use (b) (7)(C) for anything because (b) (7)(C) speaks fluent English. Bank statements for (b) (7)(C) and (b) (7)(C) were obtained through (b) (7)(C). Review of these records failed to disclose evidence of bribes.

(b) (7)(C) (b) (7)(C) Salerno
Bank statements for (b) (7)(C) were obtained through (b) (7)(C). Review of these records failed to disclose evidence of bribes. (b) (7)(C) application for an American visa is on hold pending the outcome of this investigation. (b) (7)(C) contract was not renewed in January 2013 and (b) (7)(C) no longer works at FOB Salerno. (b) (7)(C) contract was not renewed because of downsizing, and was unrelated to this investigation.

(b) (7)(C) (b) (7)(C) Salerno
Bank statements for (b) (7)(C) were obtained through (b) (7)(C). Review of these records failed to disclose evidence of bribes. (b) (7)(C) application for an American visa is on hold pending the outcome of this investigation.

(b) (7)(C) was interviewed on March 9, 2013. (b) (7)(C) denied ever receiving anything of value from any Afghan contractors. (b) (7)(C) is a (b) (7)(C) and would only interact with the Afghan contractors when the contractors could not speak or read English. (b) (7)(C) believed that someone was trying to get (b) (7)(C) in trouble with the military because (b) (7)(C) a good paying job at FOB Salerno.

To: SIGAR Investigations Directorate

Contact: (b) (7)(C)

Date: 6/17/2014

Title: (b) (7)(C)

(b) (7)(C), USAF – (b) (7)(C)
(b) (7)(C) was deployed to (b) (7)(C) Shank when (b) (7)(C) made contact with the (b) (7)(C) to request a sole source contract for (b) (7)(C)

(AGENT'S NOTE: (b) (7)(C) re-deployed to Shank at this time and worked for (b) (7)(C)

Review of (b) (7)(C) bank accounts disclosed no significant findings or questionable financial activities during or immediately following (b) (7)(C) deployment.

On October 2, 2012 (b) (7)(C) name was removed from the subject list.

(b) (7)(C) reviewed the file and declined prosecution due to none of the allegations being substantiated.

LEAD(s):

Set Lead 1: (Info)

SIGAR at Washington Field Office
Close case.

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**SPECIAL INSPECTOR GENERAL FOR AFGHANISTAN RECONSTRUCTION
INVESTIGATIONS DIRECTORATE**

Precedence: Routine

Date: 12/26/2013

To: SIGAR Investigations Directorate

Attn: (b) (7)(C)

From: (b) (7)(C)

Contact: (b) (7)(C)

Created By: (b) (7)(C)

CCN: 0288-12-BAF-5-0131

Lead Agency: Choose Lead Agency

(b) (7)(A)

Title: (b) (7)(A)

Synopsis: Investigation was initiated after it was revealed an Afghan company was stealing U.S. (b) (7)(A). A SIGAR source was providing details of the theft operation. Efforts to have Afghan authorities to assist with the investigation were unsuccessful. All logical investigative leads completed. This investigation is closed.

Details: This investigation was initiated in August 2012, after a SIGAR (b) (7)(A)

Kabul, AF, reported that [redacted] company was stealing (b) (7)(A) that were to have been delivered to various Forward Operating Bases (FOB) within Afghanistan.

(b) (7)(A) advised that between 4-5 times per week, [redacted] supervisor would direct [redacted] and other drivers to load (b) (7)(A) and drive them to designated trucking yards to be off loaded. (b) (7)(A) and the others would then be met by the "buyer" of the goods, who had [redacted] own trucks and drivers. The goods would then be off loaded from (b) (7)(A)s truck and into smaller Afghan trucks, known as "jingle trucks". (b) (7)(A) would then drive the empty (b) (7)(A) to yet another location, where the person would purchase and remove the empty (b) (7)(A). (b) (7)(A) reported the type items that were stolen as plywood, power drinks, foot lockers, wall lockers, trash bags, etc.

(b) (7)(A) advised that the company supervisors would identify which (b) (7)(A) and their contents would be stolen and which (b) (7)(A) would be delivered to the various FOBs. (b) (7)(A)

Page 1 of 3

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To: SIGAR Investigations Directorate

Contact: (b) (7)(C)

Date: 12/26/2013

Title: (b) (7)(A)

(b) (7)(A) explained that if 4 (b) (7)(A) were to be delivered to FOB Shank, then the supervisors would have two of them stolen and two of them properly delivered. After the drivers returned from delivering the two (b) (7)(A) to FOB Shank, they would provide the signed paperwork confirming receipt by the FOB Shank personnel. (b) (7)(A) explained that the supervisors would then take the paperwork from the 2 stolen (b) (7)(A) and forge the same signature of the soldier whom took delivery of the delivered (b) (7)(A). They also had counterfeit stamps for various FOBs by which they would stamp the corresponding document to reflect the goods had been delivered. The company would then send the legitimate and forged documents to the U.S. government for payment.

During the course of several months, (b) (7)(A) would call SIGAR and report the number of (b) (7)(A) stolen from the previous night and the location from which the goods were transferred onto the "jingle" trucks. (b) (7)(A) would also provide the names of the other drivers and they type contents stolen. (b) (7)(A) advised that (b) (7)(A) sole responsibility within the company was to steal these (b) (7)(A) at the management's request. (b) (7)(A) had been doing this since January 2012.

Eventually, (b) (7)(A) was able to provide shipping documents that were to have been destroyed. The documents reflected the (b) (7)(A) having belonged to (b) (7)(A) and (b) (7)(A) as part of shipments to be made. (b) (7)(A) explained that these particular shipments had been stolen. Efforts to have investigators with both (b) (7)(A) and (b) (7)(A) to track these items were unsuccessful. Thus, efforts to identify the company that had the prime shipping contract were unsuccessful as well.

In addition, SIGAR leadership met and briefed the Afghan Ministry of Interiors (MOI) Transnational Criminal Investigations Unit (TCIU) leadership on this criminal enterprise and its operation. TCIU initially agreed to assist in this joint effort. However, several TCIU investigators were roughed up by local Afghan police when they were caught following a couple of the trucks loaded with the (b) (7)(A). The TCIU commander subsequently shut their case down. The TCIU commander shared that the owner of the moving company was very well connected with powerful figures within the Afghan government and recommended senior Embassy and U.S. Forces leaders meet with the head of MOI to express the need for support. Subsequent efforts to receive this support were unsuccessful.

(b) (7)(A) eventually resigned from the company. In addition, (b) (7)(A) advised that the company no longer had the subcontract to transport the (b) (7)(A).

Due to the lack of support from Afghan authorities to pursue the company for theft and fraud, the company no longer having a shipping contract to move U.S. goods, the inability to determine the prime contractor and the contract, and (b) (7)(A)'s resignation, this investigation is closed.

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To: SIGAR Investigations Directorate

(b) (7)(C)

Date: 12/26/2013

Title: (b) (7)(A)

Attachment(s): None.

LEAD(s):

Set Lead 1: (Info)

SIGAR Kabul: For information and tracking.

Set Lead 2: (Info)

SIGAR Headquarters: For information and tracking.

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**SPECIAL INSPECTOR GENERAL FOR AFGHANISTAN RECONSTRUCTION
INVESTIGATIONS DIRECTORATE**

Precedence: Routine

Date: 12/28/2012

To: SIGAR Investigations Directorate

Attn: (b) (7)(C)

From: (b) (7)(C)

Contact: (b) (7)(C)

Created By: (b) (7)(C)

CCN: 0361-11-WFO-6-0064

Lead Agency: SIGAR - Special Inspector General for Afghanistan
Reconstruction

(b) (7)(A)

Title: (b) (7)(A), (b) (7)(C)

Synopsis: This investigation was initiated based on a report that (b) (7)(A), (b) (7)(C)

(b) (7)(A) to be awarded CERP contracts. (b) (7)(C) allegedly told a team member that while enroute to CONUS (b) (7)(C) was stopping in Singapore, the headquarters of (b) (7)(A) for an interview for a post retirement job. There is a possible conflict of interest. Suspected violation of 18 USC 208, prohibitions on executive branch employee from participating personally and substantially in a particular Government matter that will affect (b) (7)(C) own financial interest, as well as the financial interests of (b) (7)(C) spouse or minor child.

Details: Interviews were conducted in Afghanistan and the U.S. Interviews conducted with Government of Singapore officials confirmed that (b) (7)(C) was invited by the Government of Singapore to conduct an official visit to Singapore following (b) (7)(C) Afghanistan deployment. (b) (7)(C) advised (b) (7)(C) chain of command of this trip and that funding would be borne by the Government of Singapore. A review was conducted of (b) (7)(C) work computer and disclosed that (b) (7)(C) immediate superior (b) (7)(A) upon notification of (b) (7)(C) trip to Singapore requested that (b) (7)(C) meet with (b) (7)(A) officials while in Singapore. Grand Jury subpoenas were issued for financial documents related to (b) (7)(C) and family members as well as (b) (7)(C) (b) (7)(C) was assigned to the

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To: SIGAR Investigations Directorate

Contact:

Date: Click here to enter a date.

Title:

Kandahar Regional Contracting Center (b) (7)(C) and awarded numerous contracts to (b) (7)(A) just prior to (b) (7)(A) departure from Afghanistan in May 2011. Review of these financial documents disclosed nothing of evidentiary value. (b) (7)(C) (b) (7)(C) was interviewed in June 2012 and denied that contracts were awarded to (b) (7)(A) in return for anything of value or in violation of the Federal Acquisition Regulations. (b) (7)(C) U.S. Army (Ret) was interviewed in September 2012 and denied any conflict of interest and stated that (b) (7)(A) did not receive a post-retirement position with (b) (7)(A). A briefing on the results of this investigation was provided to Special Trial Attorney (b) (7)(C) and (b) (7)(C) disclosed that the Department of Justice would decline to prosecute. On December 28, 2012 (b) (7)(A), (b) (7)(C) (b) (7)(A) was briefed on captioned investigation and concurred that no S&D action is warranted. This investigation is closed as unfounded.



SIGAR

Office of the Special Inspector General
for Afghanistan Reconstruction

Administrative Communication - Report of Investigation

Precedence: Routine

Date: 5/20/2014

To: SIGAR Investigations Directorate

Attn: (b) (7)(C)

From: (b) (7)(C)

Contact: (b) (7)(C)

Created By: (b) (7)(C)

CCN: 0445-13-BAF-1-0163

Lead Agency: SIGAR - Special Inspector General for Afghanistan Reconstruction

(b) (7)(A)

Title: (b) (7)(C)

Synopsis: This investigation was opened based on complaints of attempted bribery of soldiers from (b) (7)(A) assigned to the Forward Operating Base (FOB) Goode fuel point. The soldiers notified their leadership that Afghan truck drivers delivering fuel to FOB Goode were constantly offering bribes in exchange for allowing them to leave the base with large quantities of stolen fuel. The fuel in turn was to be sold on the black market. The (b) (7)(A) contacted the Special Inspector General for Afghanistan Reconstruction (SIGAR) for assistance. The SIGAR investigation resulted in the arrest of two (b) (7)(A) drivers and the recovery of 6,000 gallons of fuel and the seizure of two Mercedes Benz trucks and fuel tankers. All investigative, judicial and administrative activity on this case has been completed; thus, it is requested this case be closed.

Details: On June 27, 2013, SIGAR and U.S. Army Criminal Investigation Command (CID) initiated a "sting" operation at FOB Goode based upon complaints of bribe offers from Afghan fuel truck drivers. (b) (7)(A)

(b) (7)(A) SIGAR agents contacted the Afghan Attorney General's Office in Kabul requesting the assistance of the Paktiya Provincial Prosecutor to arrest and prosecute any

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To: SIGAR Investigations Directorate

Contact: (b) (7)(C)

Date: 5/20/2014

Title: (b) (7)(A)

(b) (7)(A)

On June 27, 2013, two (b) (7)(A) 12,000 gallon fuel trucks arrived at the FOB Goode fuel point to be downloaded. The first truck, driven by (b) (7)(C) was downloaded by US soldiers. After the downloading was complete the fuel point soldiers found (b) (7)(C) truck to be 353 gallons short of fuel. When (b) (7)(C) was informed of the shortage (b) (7)(C) asked the soldiers if they could fix the paperwork to reflect that they had downloaded the correct amount of fuel. At that point (b) (7)(C) offered one of the soldiers a small quantity of hashish to correct the paperwork. (b) (7)(C) was observed conferring with (b) (7)(C), the driver of the second fuel truck. After conferring with (b) (7)(C), (b) (7)(C) gave the fuel point soldiers 95 USD and 9,500 Afghani in order to leave fuel in (b) (7)(C) truck.

The soldier accepted the US Currency, Afghani and hashish as instructed by SIGAR agents. (b) (7)(C) then told the soldier that (b) (7)(C) and (b) (7)(C) would return to FOB Goode in two days with more money and hashish to exchange for the fuel left in (b) (7)(C) truck. (b) (7)(C) also stated that they could continue this type of cooperation in the future.

On June 27, 2013, (b) (7)(C) and (b) (7)(C) were arrested after they exchanged the drugs, Afghani and U.S. cash with the US soldiers in return for leaving 6,000 gallons of fuel in the truck. The drugs, cash and two trucks were seized as evidence. The value of the fuel saved, \$90,000, was claimed as a recovery in this case. The Afghan prosecutor, investigator and police officer transported (b) (7)(C) and (b) (7)(C) to the Paktiya Provincial Detention Center.

The two trucks, both Mercedes Benz, were seized by the Paktiya Provincial Prosecutor.

There are no additional suspects or investigative leads. There is no evidence in SIGAR custody. It is requested this case be closed.

Attachment(s): None

LEAD(s):

Set Lead 1: (Action)
SIGAR-Kabul. Close Case.

Set Lead 2: (Info)
SIGAR Headquarters. For information and awareness.

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SIGAR

Office of the Special Inspector General
for Afghanistan Reconstruction

Date of Transcription:
12/10/2013

Administrative Correspondence

Precedence: Routine

Date: 12/10/2013

To: SIGAR Investigations Directorate

Attn: (b) (7)(C)

From: (b) (7)(C)

Approved By: (b) (7)(C)

Created By: (b) (7)(C)

Case Number: 0149-12-WFO-5-0078

Case Status: Closed (C)

Lead Agency: FBI - Department of Justice, Federal Bureau of Investigations

(b) (7)(A)

SIGAR Lead Agent: (b) (7)(C)

Title: (b) (7)(A)

Date of Investigation: 12/10/2013

By: (b) (7)(C)
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Synopsis:

This investigation was initiated after the Federal Bureau of Investigation (FBI), Fayetteville RA, Charlotte Division, provided a copy of a US Army “15-6 Investigation” which [REDACTED] had previously received from the Judge Advocate Generals (JAG) office at Ft. Bragg, NC. The information indicates (b) (7)(A) [REDACTED] drawn by (b) (7)(A) [REDACTED] (b) (7)(C) [REDACTED], U.S. Army during a 2010 military deployment to Afghanistan are unaccounted for, amounting to approximately \$165,000 USD. SF Operational Detachments-Alpha (ODA) are the basic SF operational units and are routinely deployed throughout Afghanistan to conduct a variety of missions. In support of these missions, ODAs are provided OPFUNDS for various purposes such as paying local labor, heavy equipment purchases/use and CERP funds. Designated ODA members are assigned to draw these funds from military finance offices and make payments for approved items and projects and then reconcile the funds through proper accounting and paperwork. While deployed, this accounting occurs approximately every 60 days. In all cases without exception, a soldier is required to fully clear these funds prior to departure from overseas.

Further review of the 15-6 report determined (b) (7)(A) [REDACTED] departed Afghanistan in July, 2010, without clearing funds of approximately \$165,000. (b) (7)(A) [REDACTED] last accounted for [REDACTED] funds on July 28, 2010, when [REDACTED] did clear \$50,000 of the outstanding balance. At the time (b) (7)(A) [REDACTED] was assigned to the [REDACTED]. However, since returning to the US, [REDACTED] has been transferred to the (b) (7)(A) [REDACTED], where venue for prosecution will be located.

Details:

(b) (7)(A) [REDACTED] was contacted during the military administrative investigation in October, 2011 by the assigned investigating officer but declined to be interviewed or provide an explanation/statement regarding the missing funds. [REDACTED] has been uncooperative to date.

Since the initiation of the investigation, numerous interviews of key individuals associated with this issue were located and interviewed. The results of this investigation thus far to develop any malicious intent on the part of (b) (7)(A) [REDACTED]. The investigative findings to date have been discussed with an Assistant United States Attorney (AUSA) for the Eastern District of North Carolina. Due to the lack of prosecutive merit, the AUSA has provided a declination for this case. As a result, this case is closed to file.

Date of Investigation: 3/14/2013

CCN#: 0149-12-WFO-5-0078

By: (b) (7)(C) [REDACTED]

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SIGAR

Office of the Special Inspector General
for Afghanistan Reconstruction

Administrative Communication - General

Precedence: Routine

Date: 9/8/2014

To: SIGAR Investigations Directorate

Attn: (b) (7)(C) – Investigations

From: SIGAR Investigations Directorate – Washington Field Office

Contact: (b) (7)(C) – (b) (7)(C)

Created By: (b) (7)(C) – Special Agent

CCN: 0336-11-KBL-3-0057

Lead Agency: USACIDC - US Army Criminal Investigation Command

(b) (7)(A)

Title: (b) (7)(C)

Details: Investigation determined that on May 1, 2011, (b) (7)(A) knowingly packaged and mailed \$150,000 in cash from Bagram Air Field (BAF), Afghanistan, to Topeka, KS, but represented on the DHL forms that the contents of the package did not exceed \$1,000 in value. (b) (7)(C) admitted intentionally failed to declare the \$150,000 in order to conceal the contents of the package because (b) (7)(C) received the money from (b) (7)(C) (b) (7)(A), in the form of a kickback. (b) (7)(C) was allowed to plead guilty to one count of Bulk Cash Smuggling in violation of 18 USC 5332. On February 12, 2013, (b) (7)(C) was sentenced to 30 months confinement and is currently serving sentence at the Federal Correction Institution in Forest City, Arkansas.

Information developed during the course of the investigation implicated (b) (7)(C) employee, as assisting (b) (7)(C) with the mailing. (b) (7)(C) was interviewed via Video TeleConference (VTC) at the Embassy Branch Office of the United States in Banja Luka, BiH and denied culpability.

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To: SIGAR Investigations Directorate

Contact: (b) (7)(C)

Date: 9/8/2014

Title: (b) (7)(C)

In May 2013, (b) (7)(C) and (b) (7)(C) of (b) (7)(A) were suspended and debarred from conducting business with the U.S. Government. On August 26, 2014, the Fraud Section, U.S. Department of Justice (DOJ), declined prosecution of (b) (7)(C) based on the information provided during the July interview. On September 5, 2014, Suspension & Debarment action related to (b) (7)(C) was declined. This case will be closed.

Exhibits(s): None

LEAD(s):

Set Lead 1: (Info)

SIGAR HQ:

Close case.

Set Lead 2: (Info)

SIGAR – Kabul:

For information, awareness and record.

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SIGAR

Office of the Special Inspector General
for Afghanistan Reconstruction

Administrative Communication - General

Precedence: Routine

Date: 8/25/2014

To: SIGAR Investigations Directorate

Attn: (b) (7)(C)

From: (b) (7)(C)

Contact: (b) (7)(C)

Created By: (b) (7)(C)

CCN: 0049-13-WFO-0023

Lead Agency: SIGAR - Special Inspector General for Afghanistan Reconstruction

(b) (7)(A)

Title: (b) (7)(C)

Reference:

(A) SIGAR AC, 19FEB13

Synopsis:

Investigation was initiated subsequent to the review of Postal Money Order transactions denoting suspicious financial activity.

Details:

SIGAR's Postal Money Order (PMO) assessment analyzes purchase patterns that meet predetermined criteria in all US mail facilities in Afghanistan. They may be high volume purchases coupled with the failure to file the USPS Form 8105A, "Funds Transaction Report", as required by federal law. Form 8105A are required when purchases meet or exceeds \$3,000 per transaction or per day. The assessment also identified sequential money orders purchased at its limit, \$1,000, to determine if it was made by the same person. According to USPS records, the

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To: SIGAR Investigations Directorate

Contact: (b) (7)(C)

Date: 8/25/2014

Title: (b) (7)(C)

PMOs were often made payable to the purchaser, family members, creditors or other non-vendors.

Interviews to date and analysis of financial records, reflected the only funds received by [redacted] were from the salary of [redacted] employer. DCIS briefed this matter with the AUSA, [redacted] New York, that provided oversight on PMO investigations. Based on no criminal activity being noted, she declined this case for further prosecution. No further investigation action will be conducted. Investigation is recommended for closing. This investigation was provided to (b) (7)(C) Counsel for Investigations, for Suspension and Debarment consideration. [redacted] concurred with case closure. Investigation is closed.

Set Lead 1:

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**SPECIAL INSPECTOR GENERAL FOR AFGHANISTAN RECONSTRUCTION
INVESTIGATIONS DIRECTORATE**

Precedence: Routine**Date:** 9/4/2013**To:** SIGAR Investigations Directorate**Attn:** (b) (7)(C)**From:** SIGAR Investigations Directorate, (b) (7)(C)**Contact:** (b) (7)(C)**Created By:** (b) (7)(C)**CCN:** 0024-12-WFO-1-0004**Lead Agency:** SIGAR - Special Inspector General for Afghanistan Reconstruction

(b) (7)(A)

Title: (b) (7)(C)

Synopsis: This investigation was initiated in conjunction with with the Defense Criminal Investigative Service (DCIS) and the US Army Criminal Investigative Detachment (CID). Reportedly, a package in transit from Afghanistan to the US was intercepted in Dubai after there was an indication of explosive residue on/in the package. Subsequent search of the package contents revealed \$12,000 cash inside which also had a fictitious sender name and address and a declared value of \$500. After a controlled delivery was made, the investigation indicated the sender to be the captioned subject and the person receiving the package to be (b) (7)(C) who denied knowledge of the contents.

Details: Subsequent interviews of six witnesses were conducted which later led to the prosecutive acceptance and federal indictment of (b) (7)(C) by the (b) (7)(C). (b) (7)(C) On January 29, 2013, (b) (7)(C) plead guilty in the (b) (7)(C) (b) (7)(C) to one count if Bulk Cash Smuggling, Title 31 USC 5329(a). On June 4, 2013, (b) (7)(C) was sentenced to five years probation and the forfeiture of \$12,000 in U.S. currency.

On April 10, 2013, (b) (7)(C) was indefinitely debarred by the U.S. Army Contract and Federal Law Division, Ft. Belvoir, VA. With all logical leads and prosecutive actions completed, this investigation is closed.

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Released by SIGAR



SIGAR

Office of the Special Inspector General
for Afghanistan Reconstruction

Administrative Communication - General

Precedence: Routine

Date: 5/7/2014

To: SIGAR Investigations Directorate

Attn: (b) (7)(C)

From: (b) (7)(C)

Contact: (b) (7)(C)

Created By: (b) (7)(C)

CCN: 0037-12-KAF-1-0029

Lead Agency: SIGAR

(b) (7)(A)

Title: (b) (7)(C)

Details:

This investigation was predicated upon a December 2011 complaint by (b) (7)(C) Company, that the Army failed to pay [redacted] company in full for several CERP projects [redacted] performed. [redacted] alleged that (b) (7)(C) only paid [redacted] \$44,000 of the \$165,000 that [redacted] was promised and that (b) (7)(C) requested a \$30,000 bribe to have [redacted] company paid in full for the CERP projects. (b) (7)(C) was interviewed by SIGAR investigators in April 2014, and stated that [redacted] had several problems with the work performance of (b) (7)(C) Company. (b) (7)(C) stated that (b) (7)(C) was one of the few companies willing to perform the work in a dangerous area, but that [redacted] took issue with both the quality and quantity of the work and materials. For example, truck deliveries for gravel were consistently less than what was claimed for payment, and gravel specifics were not met. When confronted by (b) (7)(C) [redacted] blamed the gravel company owners for the issues.

(b) (7)(C) detailed the three projects assigned to (b) (7)(C) as well as the shortcomings of two of the projects. (b) (7)(C) stated that [redacted] provided full compensation for the amount of work completed and the actual amount of gravel delivered. Regarding the

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To: SIGAR Investigations Directorate

Contact: (b) (7)(C)

Date: 4/23/2014

Title: Special Agent

\$30,000 requested, (b) (7)(C) stated that it was actually a price reduction that suggested because of the under-performance and overbilling by (b) (7)(C) on the contracts and that it was not a bribe solicitation. Two of (b) (7)(C) interpreters, both of whom had personal knowledge of dealings with (b) (7)(C) were interviewed and both stated that they did not recall any unusual requests made by (b) (7)(C). One interpreter stated that recalled (b) (7)(C) informing Jawad that would deduct \$30,000 from the total amount owed. A review of the CERP contract files revealed no suspicious activity.

Based on an evaluation of case file by (b) (7)(C) and the request to close the case, she determined insufficient evidence existed to meet the burden of proof available to support a referral for fact-based debarment. Nor did the exigent circumstances exist to support a fact-based suspension. The suspension and debarment program concurred with the request to close case number 0236-14-KBL-3-0072.

After reviewing the facts and circumstances surrounding this matter, (b) (7)(C) did not request any further investigative efforts be undertaken and concurred with closing the case. It is requested this investigation be closed based upon the declination by the prosecutor.

LEAD(s):**Set Lead 1: (Info)**SIGAR

This case is recommended for closing based on the above referenced facts and circumstances.

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Page 2 of 2

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SIGAR

Office of the Special Inspector General
for Afghanistan Reconstruction

Administrative Communication - General

Precedence: Routine

Date: 4/22/2014

To: SIGAR Investigations Directorate

Attn: (b) (7)(C)

From: SIGAR-Investigations Directorate – Washington Field Office, Arlington, VA

Contact: (b) (7)(C)

Created By: (b) (7)(C)

CCN: 0158-11-WFO-7-0022

Lead Agency: USPIS - United States Postal Inspection Services

(b) (7)(A)

Title: Money Laundering Via Postal Money Orders Assessment

Details: Closing AC

SIGAR Investigations Division (ID) identified various methods United States (U.S.) personnel were using to launder proceeds of their illegal activities in Afghanistan. The methods by which proceeds are transferred from Afghanistan to the U.S. include the use of the Hawala system, the U.S. Mail, and Postal Money Orders (PMOs). The review of PMOs has proven to be an effective tool in detecting questionable monetary transactions. The U.S. Postal Service has incorporated safeguards within their PMO products to prevent its use for illegal purposes. The Postal Inspection Services (PI) and SIGAR leveraged those safeguards to help detect and prosecute personnel involved in corrupt activities associated with Afghanistan reconstruction efforts.

The U.S. Postal Inspection Services was initially requested to identify PMO purchases that met predetermined criteria in all Afghanistan Zip Codes. The initial result indicated that in the Kandahar Zip Code alone, purchases meeting that profile totaled \$822,000 for the period from February 2009 to October 2010. That amount constitutes 19% of all PMOs purchased

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To: SIGAR Investigations Directorate

Contact: (b) (7)(C)

Date: 4/22/2014

Title: Money Laundering Via Postal Money Orders

during the time period and likewise represented 40% of the total dollar value (\$2,067,000). PMOs can be purchased throughout Afghanistan at Military Postal Service Agency (MPSA) facilities in amounts up to \$1,000 USD. SIGAR's preliminary review of PMO data revealed numerous instances of the purchase of sequentially numbered Money Orders in \$1,000 amounts. On many occasions as many as 10 to 20 sequentially numbered money orders were purchased having a value of \$10,000 to \$20,000 collectively.

As a result of these initial findings, a task force was formed to review all high value PMO purchases in Afghanistan. (b) (7)(C), (b) (7)(A)

The review lead to the identification of both military and civilian personnel and numerous cases were opened. New York, Washington, D.C., and North Carolina were some of the prosecutorial venues for the PMO cases and subjects.

Subsequent efforts to have the PIs run additional database queries based upon the zip codes for the post offices on U.S. military bases in Afghanistan were unsuccessful. It has been several years since any new cases have been identified and opened based upon a database run. The (b) (7)(C) advised the former SIGAR case agent that they could no longer seek a general query of the PMO database and, accordingly, could not generate a report similar to the original report. The task force has discontinued its efforts to generate additional data-base originated PMO cases and is only working cases based upon specific individual allegations of criminal activity.

This case agent telephonically contacted (b) (7)(C), the Postal Inspection Services Anti-Money Laundering Program Manager on 4/17/2014. (b) (7)(C) advised (b) (7)(C) has helped investigators in the past with allegations of criminal activity involving PMOs originating in Afghanistan and will continue to do so but (b) (7)(C) does not have the resources to assign a body full-time to Afghanistan matters. (b) (7)(C) also advised there now has to be a report of suspicious activity involving specific individuals or transactions before a PI can request the PMO information; no longer can the entire PMO database be queried for any and all transactions from military Post Offices in Afghanistan.

During discussions with prosecutor (b) (7)(C) and (b) (7)(C), it was determined the captioned assessment should be closed and, henceforth, all PMO investigations would be predicated on specific allegations against one or more individuals and opened on a case-by-case basis. Accordingly, it is requested this assessment be closed.

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To: SIGAR Investigations Directorate

Contact: (b) (7)(C)

Date: 4/22/2014

Title: Money Laundering Via Postal Money Orders

Exhibits(s): none

LEAD(s):

Set Lead 1: (Action)

SIGAR – Washington Field Office

It is requested captioned assessment be closed due to the inability to obtain non-specific Postal Money Order database information related to U.S. Post Office Postal Money Order sales on U.S. military bases in Afghanistan.

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SIGAR

Office of the Special Inspector General
for Afghanistan Reconstruction

Date of Transcription:
12/3/2013

Administrative Correspondence

Precedence: Routine

To: SIGAR Investigations Directorate (ID)

Attn: (b) (7)(C)

From: Bribery and Public Corruption Division

Contact: (b) (7)(C)

Approved By: (b) (7)(C)

Created By: (b) (7)(C)

Case ID: N/A

Complaint #: 0285-13-WFO-6-0096

Case Status: Closed (C)

Lead Agency: SIGAR - Special Inspector General for Afghanistan Reconstruction

(b) (7)(A)

SIGAR Lead Agent: N/A

SIGAR Co-Lead: N/A

Title: (b) (7)(C)

Date of Investigation: 3/1/2013

By: (b) (7)(C)

Page 1 of 2

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Synopsis: The following SIGAR HCMS complaint information is referred to SIGAR Investigations for the consideration of an investigation of Subject for potential use of Postal Money Orders to facilitate money laundering.

Details: SIGAR's Postal Money Order (PMO) assessment analyzes purchase patterns that meet predetermined criteria in all US mail facilities in Afghanistan. They may be high volume purchases coupled with the failure to file the USPS Form 8105A, "Funds Transaction Report", as required by federal law. Form 8105A are required when purchases meet or exceeds \$3,000 per transaction or per day. The assessment also identified sequential money orders purchased at its limit, \$1,000, to determine if it was made by the same person. According to USPS records, the PMOs were often made payable to the purchaser, family members, creditors or other non-vendors. During the PMO assessment, information was developed that (b) (7)(C) may have engaged in suspicious financial transactions currently estimated at \$9,000.

On December 3, 2013, (b) (7)(C) was located and interviewed in (b) (7)(C). During the interview, (b) (7)(C) acknowledged that (b) (7)(C) purchased numerous PMO's during (b) (7)(C) military deployment to Afghanistan during 2010. However, (b) (7)(C) denied the funds originated by any illegal enterprises. (b) (7)(C) advised that the financial amounts stemmed from various gambling winnings and repayments of loans by coworkers. (b) (7)(C) added that the recipient of the PMO's was (b) (7)(C) who lives in (b) (7)(C).

Based on the above information and other investigative efforts conducted thus far, this case is closed.

LEAD(s):

Set Lead 1: (Info)

SIGAR

ARLINGTON, VA

Close investigation.

Date of Investigation: 3/1/2013

By: (b) (7)(C)

CCN#: 0285-13-WFO-6-0096

Page 2 of 2

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SIGAR

Office of the Special Inspector General
for Afghanistan Reconstruction

Date of Transcription:
10/17/2013

Closing Administrative Correspondence

Precedence: Routine

Date: 10/17/2013

To: SIGAR Investigations Directorate

Attn: (b) (7)(C)

From: (b) (7)(C)

Contact: (b) (7)(C)

Created By: (b) (7)(C)

CCN: 0447-13-WFO-3-0156

Lead Agency: SIGAR - Special Inspector General for Afghanistan Reconstruction

(b) (7)(A)

Title: (b) (7)(C)

Synopsis: SIGAR's Postal Money Order (PMO) assessment analyzes purchase patterns that meet predetermined criteria in all US mail facilities in Afghanistan. They may be high volume purchases coupled with the failure to file the USPS Form 8105A, "Funds Transaction Report", as required by federal law. Form 8105A are required when purchases meet or exceeds \$3,000 per transaction or per day. The assessment also identified sequential money orders purchased at its limit, \$1,000, to determine if it was made by the same person. According to USPS records, the PMOs were often made payable to the purchaser, family members, creditors or other non-vendors. During the PMO assessment, information was developed that Carmelo Salva, Contractor for GD Information Technology, may have engaged in suspicious financial transactions currently estimated at \$32,000.

Date of Investigation: 07/08/2013

By: (b) (7)(C)

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Arlington, Virginia 22202

Mailing 2530 Crystal Drive
Arlington, Virginia 22202-3940

Tel 703 545 6000

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Details: Preliminary inquiries were conducted to fully identify (b) (7)(C) using various data mining search engines and agency inquiries. As a result of liaison with other federal agencies associated with this proactive program, it was learned that this allegation had already been addressed. Based on their investigative findings, (b) (7)(C) PMO transfers stemmed from (b) (7)(C) sales and distribution of liquor while deployed in Afghanistan. Based on this receipt of information and the lack of substantive leads that fall under the investigative mission of this agency, this investigation is closed.

Date of Investigation: 7/813

By: (b) (7)(C)

CCN#: 0447-13-WFO-3-0156

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SIGAR

Office of the Special Inspector General
for Afghanistan Reconstruction

Administrative Communication - Report of Investigation

Precedence: Routine

Date: 7/1/2014

To: SIGAR Investigations Directorate – Washington Field Office, Arlington, VA

Attn: (b) (7)(C)

From: SIGAR investigations Directorate - Bagram

Contact: (b) (7)(C)

Created By: (b) (7)(C)

CCN: 0081-13-BAF-1-0094

Lead Agency: SIGAR - Special Inspector General for Afghanistan Reconstruction

(b) (7)(A)

Title: (b) (7)(C); Contract Fraud

Synopsis: This investigation is closed.

Details: On December 2, 2012, an anonymous complainant contacted SIGAR Hotline and alleged (b) (7)(C) submitted proposals containing false documentation to the (b) (7)(C). The false documents were resumes for professionals purported to be employees of (b) (7)(C) however, were not. Complainant further alleged (b) (7)(C) was awarded several (b) (7)(C) contracts and (b) (7)(C) sub-contracted the entire projects to less qualified Afghan companies. Complainant believed sub-contracting the entire project to another company was a contract violation. (b) (7)(C) (b) (7)(C) was briefed on complainant's allegations. (b) (7)(C) explained the contract requires the prime contractor to perform 25 % of the project and is required to have a quality control and safety officer on site during all construction. (b) (7)(C) functions as the Administrative Contracting Officer (ACO) for contracts (b) (4) for the design and construction of the (b) (7)(A) and contract (b) (7)(A) for the design and construction of the (b) (7)(A). Due to

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To: SIGAR Investigations Directorate

Contact: (b) (7)(C)

Date: 7/2/2014

Title: (b) (7)(C); Contract Fraud

security issues (b) (7)(C) personnel cannot travel to the sites and must rely on local nationals for status reports. (b) (7)(C) reported (b) (7)(C) submitted Request for Equitable Adjustment on both contracts and heard comments from local nationals that (b) (7)(C) did not have the robust staff as purported. Complainant was contacted and provided site staffing and equipment/housing information. Complainant stated (b) (7)(C) sub-contracted the entire projects to less qualified Afghan companies and that (b) (7)(C) had minimal personnel at both construction sites. Complainant's information was compared to the overhead costs submitted by (b) (7)(C) and the costs submitted by (b) (7)(C) were much higher than the information provided by the complainant in respect to personnel on site and overhead expenses for communication equipment, security, vehicles and housing. Subsequently (b) (7)(C) met with representatives of (b) (7)(C) to discuss and settle the (b) (7)(C) previously submitted. (b) (7)(C) provided the following information regarding the (b) (7)(C)

(b) (7)(A), (b) (4)

(b) (7)(C), (b) (4)

According to (b) (7)(C) the (b) (7)(C) contract files were not properly annotated and proper procedures were not followed to address contractor deficiencies. (b) (7)(C) stated (b) (7)(C) would address the file discrepancies so that in the future (b) (7)(C) could pursue adverse action if needed. Subsequently (b) (7)(C) completed the work on Contract (b) (4) and contract (b) (4) was terminated for convenience. This investigation is closed.

LEAD(s):

Set Lead 1: (Info)

SIGAR HQ: This investigation is closed

Set Lead 2: (Info)

SIGAR Kabul: This investigation is closed

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SIGAR

Office of the Special Inspector General
for Afghanistan Reconstruction

Administrative Communication - Report of Investigation

Precedence: Routine

Date: 4/11/2014

To: SIGAR Investigations Directorate

Attn: (b) (7)(C)

From: Bagram Field Office

Contact: (b) (7)(C)

Created By: (b) (7)(C)

CCN: 0315-13-BAF-1-0112

Lead Agency: SIGAR - Special Inspector General for Afghanistan Reconstruction

(b) (7)(A)

Title: (b) (7)(C)

Synopsis: All logical investigative leads completed. This investigation is closed.

Details: In May 2012, the (b) (4) Shank, Forward Operating Base (FOB) Shank, Logar, Afghanistan, awarded (b) (4) a \$455,000.00 contract to build a four (4) building (b) (7)(C). The Adobe compound was to be part of the (b) (7)(C) where trainees would train on how to “clear” the buildings of insurgents or criminals.

In February 2013, a U.S. Army representative, assigned to the (b) (7)(C) as a mentor, notified RCC Shank officials that the Adobe compound was “falling apart”. (b) (7)(C) Shank officials then sent representatives to the (b) (7)(C) facility, where the building flaws were documented and photographed. It was determined the mixture of sand, clay and water to make the adobe bricks was insufficient and not in accordance with the contract’s statement of work (SOW). Furthermore, the size of the brick used was smaller than what was required. In addition, the roof was not built to standard, which caused the water to drain down the side of the adobe brick causing it to deteriorate. This caused the building to be unstable, determined “unsafe” and was

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To: SIGAR Investigations Directorate

Contact: (b) (7)(C)

Date: 4/9/2014

Title: (b) (7)(C)

no longer being used for training.

(b) (7)(C) Shank leadership then notified SIGAR to report that (b) (7)(C) had used inferior products to build the Adobe compound. They advised that the compound was still under warranty. They contacted the owner of (b) (7)(C) who advised (b) (7)(C) built the compound correctly and it had been approved by the Contracting Officer's Representative (COR). The owner did not feel (b) (7)(C) was obligated to make any repairs to the compound. (b) (7)(C) Shank officials feared the costs to repair the compound would be high and feared (b) (7)(C) would "walk away" from the project. They requested SIGAR assistance.

A contract review revealed (b) (7)(C) completed the Adobe compound construction project on October 20, 2012 and was paid the full amount. There were 3 separate invoices submitted and 3 DD 250s that were signed off on by either the contracting officer or the COR. In addition, the original COR returned to the U.S. on emergency leave and was gone during a portion of the construction. In (b) (7)(C) absence, the Contracting Officer signed off on the initial DD 250 based on the advice of a (b) (7)(C) Shank construction specialist. Until the COR's return, a (b) (7)(C)

In early April 2013, (b) (7)(C) Shank leadership advised SIGAR that recent rains had increased the damage to the Adobe compound. On April 11, 2013, Reporting Agent (RA) traveled with (b) (7)(C) officials to the (b) (7)(C) where the damage to the adobe compound was assessed and photographed. A report detailing the damage was generated.

In May 2013, RA interrogated (b) (7)(C), (b) (7)(C), regarding the use of inferior products to build the adobe compound. (b) (7)(C) advised (b) (7)(C) built the compound correctly and was approved by the COR, a soldier named (b) (7)(C) and a (b) (7)(C), (b) (7)(C), whom was helping (b) (7)(C). (b) (7)(C) advised that (b) (7)(C) proposed to (b) (7)(C) they use a smaller brick than the one proposed in the SOW. According to (b) (7)(C), (b) (7)(C) agreed and (b) (7)(C) then used the smaller brick. (b) (7)(C) advised (b) (7)(C) would provide RA email correspondence reflecting the approval. (b) (7)(C) admitted that there was never a modification to the contract authorizing the smaller sized brick. (b) (7)(C) advised that (b) (7)(C) would honor the warranty work and repair the building.

(b) (7)(C) subsequently forwarded email correspondence between (b) (7)(C) and (b) (7)(C). A review of the email disclosed (b) (7)(C) recommendation to utilize the smaller brick and (b) (7)(C) concurrence that the smaller brick should be used; however, (b) (7)(C) explained (b) (7)(C) needed to have the contracting officer (b) (7)(C) concur with the recommendation. There was not email correspondence between (b) (7)(C) and (b) (7)(C) on this issue. In addition, it should be noted a contract modification reflecting smaller brick was never located in the case file and never generated.

To: SIGAR Investigations Directorate

Contact: (b) (7)(C)

Date: 4/9/2014

Title: (b) (7)(C) Company

The contracting officer, (b) (7)(C), SFC, U.S. Army, was interviewed telephonically. (b) (7)(C) recalled the COR, (b) (7)(C) going on emergency leave and was going to assign (b) (7)(C) as the new COR, however, (b) (7)(C) had not completed the mandatory COR training. (b) (7)(C) recalled (b) (7)(C) assisting (b) (7)(C) with the COR responsibilities, but (b) (7)(C) was responsible for the project. (b) (7)(C) provided additional information reflecting other personnel having involvement in the project.

During the course of the investigation, RA communicated with (b) (7)(C) and (b) (7)(C) officials as a facilitator with having the warranty work completed. (b) (7)(C) did complete much of the required warranty work. However, when attempting to place asphalt on the adobe roof, (b) (7)(C) was denied access by the Afghan gate guards and was threatened to be arrested. In the meantime, (b) (7)(C) Shank closed down and contract files were transferred to (b) (7)(C) Bagram. Efforts to have (b) (7)(C) Bagram engage in the issue were challenging.

In December 2013, RA spoke with (b) (7)(C), (b) (7)(C), Construction, (b) (7)(C) (b) (7)(A) about having the work completed (asphalt on the roof) prior to the snow and rains. (b) (7)(C) (b) (7)(C) advised the contract was closed and the warranty was expired; RA was not in a position to serve as the "requesting activity." RA explained that (b) (7)(C) was still willing to complete the warranty work despite its expiration. (b) (7)(C) stated that if (b) (7)(C) completed the work, then they could come back with a bill for the U.S. Government claiming the work was an unobligated commitment.

In December 2013, RA subsequently spoke with (b) (7)(C), Regional Contracting Center – East, who advised (b) (7)(C) would speak with the lawyers to determine a course of action.

On March 25, RA met with (b) (7)(C), who reported that the (b) (7)(C) lawyers advised against having (b) (7)(C) do any additional work on the compound since the warranty had expired. (b) (7)(C) thanked SIGAR for its teaming with (b) (7)(C) Shank officials to have a majority of the warranty work completed. (b) (7)(C) followed the meeting up with an email to RA expressing (b) (7)(C) gratitude.

On April 10, 2014, (b) (7)(C), reviewed the file and advised that there was insufficient evidence to pursue a "fact-based debarment" against (b) (7)(C). (b) (7)(C) recommended the case be closed.

This investigation is closed.

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To: SIGAR Investigations Directorate

Contact: (b) (7)(C)

Date: 4/9/2014

Title: (b) (7)(C) Company

Exhibits(s): NA

LEAD(s):

Set Lead 1: (Info)

SIGAR Investigation is closed.

Set Lead 2: (Info)

SIGAR Investigation is closed.

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SIGAR

Office of the Special Inspector General
for Afghanistan Reconstruction

Administrative Communication - General

Precedence: Routine

Date: 4/15/2014

To: SIGAR Investigations Directorate

Attn: (b) (7)(C) Investigations

From: SIGAR Investigations Directorate-Washington Field Office

Contact: (b) (7)(C)

Created By: [REDACTED]

CCN: 0293-12-WFO-3-0154

Lead Agency: AFOSI - US Air Force, Air Force Office of Special Investigations

(b) (7)(A)

Title: (b) (7)(C)

Corruption, Fraud

Details: This case was initiated when a complainant contacted SIGAR audit which referred contact to Investigations. Complainant was interviewed at SIGAR on 8/14/2012. Complainant expressed concern about conflict of interest, corruption and bribery involving two companies which received U.S. Department of Defense (DoD) contracts for work in Afghanistan. The contracts were awarded to (b) (7)(C), which has an (b) (7)(C) office, and (b) (7)(C) of (b) (7)(C). The complainant alleged neither (b) (7)(C)-owned company was qualified but had been chosen by (b) (7)(C). The contracts were for training (b) (7)(C) how to seek contracts with the U.S. government. (b) (7)(C) allegedly had a corrupt relationship with these companies.

(b) (7)(A)

In December, 2012, agents from Air Force Office of Special Investigations

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To: SIGAR Investigations Directorate

Contact: (b) (7)(C)

Date: 4/15/2014

Title: (b) (7)(C)

(OSI) (b) (7)(A) came to SIGAR - WFO and were briefed on the allegations. OSI (b) (7)(A) agents subsequently recommended the case be handled by OSI at (b) (7)(A) in (b) (7)(A) due to subject (b) (7)(C) former position there as well as the contracts being awarded there. SIGAR case agent agreed and OSI (b) (7)(A) took the lead in the investigation and advised it would conduct contract and other document reviews at the (b) (7)(A) contract office.

An April, 2013 status meeting was held at (b) (7)(A) between the SIGAR agent and the (b) (7)(A) OSI agent (b) (7)(A). (b) (7)(C) advised it did not appear there was any conflict of interest involving (b) (7)(C) nor was any contract impropriety found related to the awarding of the contracts. (b) (7)(C) presented the results of (b) (7)(C) investigation and the allegations to (b) (7)(C) and (b) (7)(C) found there were not any violations so OSI closed the matter. SIGAR case agent presented the matter to prosecutor (b) (7)(C) and (b) (7)(C) declined prosecution in this matter on 12/18/2013 citing unsubstantiated allegations and a lack of prosecutive merit. This information has been presented to SIGAR's Suspension and Debarment (S&D) counsel seeking that office's opinion. As there is no additional investigative work to be done, it is recommended this matter be closed upon receipt of a concurring opinion from S&D.

Exhibits(s): none

LEAD(s):

Set Lead 1: (Action)

SIGAR at Washington Field – It is requested this case be closed following receipt of a concurring opinion from SIGAR's Suspension and Debarment counsel.

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**SPECIAL INSPECTOR GENERAL FOR AFGHANISTAN RECONSTRUCTION
INVESTIGATIONS DIRECTORATE**

Precedence: Routine**Date:** 6/19/2013**To:** SIGAR Investigations Directorate**Attn:** (b) (7)(C)**From:** (b) (7)(C)**Contact:** (b) (7)(C)**Approved By:** (b) (7)(C)**Created By:** (b) (7)(C)**Case ID:** 0011-10-WFO-1-0001**Case Status:** Closed (C)**Lead Agency:** SIGAR - Special Inspector General for Afghanistan Reconstruction

(b) (7)(A)

SIGAR Lead Agent: (b) (7)(C)**Title:** (b) (7)(A)

Synopsis: Investigation predicated upon receipt of a complaint from the SIGAR Hotline and SIGAR Inspection Division.

Information indicates (b) (7)(A), a former prime sub-con tractor on the (b) (7)(A), aka, the (b) (7)(A) contract, knowingly caused a false claim for payment to be presented by the contractor to the U.S. Government for building materials received by (b) (7)(A) but not paid for even though (b) (7)(A) had received funding for the items. In addition, (b) (7)(A) submitted invoices to the contractor and received payment for reportedly percentages of completed construction which was incomplete.

Details: Reference is made to a Case Activity Summary created by SIGAR (b) (7)(C) on June 29, 2012, where it is memorialized that the Department of Justice declines instant investigation on October 6, 2011,

Matters addressed in this investigation were merged under 0013-10-WFO-4-0002, (b) (7)(A)

Page 1 of 2

CUI//FOUO

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Released by SIGAR

CUI//FOUO

To: SIGAR Investigations Directorate

Contact: (b) (7)(C)

Date: 6/19/2013

Title: (b) (7)(A)

POWER (CIVIL).

LEAD(s):

Set Lead 1: (Info)

SIGAR HQ: Close this investigation.

Set Lead 2: (Info)

SIGAR

Page 2 of 2

CUI//FOUO

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Released by SIGAR

CUI//FOUO



**SPECIAL INSPECTOR GENERAL FOR AFGHANISTAN RECONSTRUCTION
INVESTIGATIONS DIRECTORATE**

Precedence: Routine

Date: 1/15/2014

To: SIGAR Investigations Directorate

Attn: (b) (7)(C)

From: SIGAR Investigations Directorate

Contact: (b) (7)(C)

Created By: (b) (7)(C)

CCN: 0461-13-BAF-1-0162

Lead Agency: SIGAR - Special Inspector General for Afghanistan
Reconstruction

(b) (7)(A)

Title: Fraudulent TMRs at (b) (7)(A)

Synopsis: Special Agents (SA) assigned to the Special Inspector General for Afghanistan Reconstruction (SIGAR) at the (b) (7)(A) were apprised of fraudulent transportation documents being utilized to access (b) (7)(A) and steal materials/supplies/equipment. Tailored fraud awareness briefings were provided to the affected units. Subsequently, SIGAR was notified of a truck in-gating with fraudulent documentation. (b) (7)(C) attempted to steal \$42,000.00 of construction wood from (b) (7)(A) (b) (7)(A) and the (b) (7)(A) (b) (7)(A) Bagram were notified and participated in the surveillance and arrest of the truck driver. (b) (7)(C) was barred from (b) (7)(A) and all installations in the (b) (7)(A) however, (b) (7)(C) was not prosecuted by the Afghan authorities. SIGAR Suspension and Debarment program concurred with closing this investigation. Request this investigation be closed.

Details: Special Agents assigned to SIGAR (b) (7)(A) were apprised of fraudulent Transportation Movement Release (TMR) forms being utilized at (b) (7)(A) to load out material/supplies/equipment. The TMR initiates the shipping process of materials/supplies/equipment within Afghanistan. Each TMR is assigned a unique number. The (b) (7)(A) is the contracting vehicle for transportation services. The TMR is assigned to 1 of the 15 trucking companies under the (b) (7)(A) contract. The TMR, along with other documents, authorizes a truck to gain access to (b) (7)(A) to pick up or drop off materials/supplies/equipment. The fraudulent TMRs provided to SIGAR had identifiable errors. Tailored fraud briefings were provided to (b) (7)(A) (b) (7)(A) which is where trucks enter and exit (b) (7)(A).

Page 1 of 2

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Released by SIGAR

To: SIGAR Investigations Directorate

Contact: (b) (7)(C)

Date: 1/15/2014

Title: Fraudulent TMRs (b) (7)(A)

Further, briefings were provided to the (b) (7)(A); the (b) (7)(A) and the (b) (7)(A) yard which is also a supply yard.

Subsequently, personnel at (b) (7)(A) notified SIGAR a truck had in-gated with a fraudulent TMR to pick up supplies at the (b) (7)(A) yard. (b) (7)(A) surveiled the truck and monitored the truck being loaded with construction wood valued at approximately \$42,000. The truck was stopped by Special Agents with SIGAR, FBI and the (b) (7)(C) prior to exiting (b) (7)(A). The (b) (7)(C), identified as (b) (7)(C), was questioned and stated (b) (7)(A) was hired by an unknown Afghan outside of the (b) (7)(A) cool-down yard to drive the truck onto (b) (7)(A) load the materials and return the truck back to this unknown individual. (b) (7)(C) stated (b) (7)(A) had done this a couple of times before and was paid 2,000 Afghani per trip. The (b) (7)(C) Investigator arrested and jailed (b) (7)(C). The truck and 40' flatbed trailer were seized by the (b) (7)(A) and held/stored at (b) (7)(A). The construction wood valued at \$42,000.00 was off-loaded and returned to the (b) (7)(A) yard. Efforts to identify the individual outside of (b) (7)(A) who reportedly hired (b) (7)(C) to drive the truck onto (b) (7)(A) to load with stolen wood met with negative results. The (b) (7)(A) Garrison Commander barred (b) (7)(C) from the installation and this barmment was entered into the DoD electronic base access system. The (b) (7)(A) CID Investigator who interviewed (b) (7)(C) and reported (b) (7)(C) was charged and placed in jail left (b) (7)(C) position with (b) (7)(C). Subsequent follow up with (b) (7)(A) regarding the status of this investigation revealed there was no record of (b) (7)(C) arrest or prosecuted. On January 11, 2014, (b) (7)(C), retrieved the truck driven by (b) (7)(C).

LEAD(s):**Set Lead 1: (Info)**

SIGAR AFGHANISTAN: Request this investigation be closed.



SIGAR

Office of the Special Inspector General
for Afghanistan Reconstruction

Administrative Communication - Report of Investigation

Precedence: Routine

Date: 2/12/2014

To: SIGAR Investigations Directorate

Attn: (b) (7)(C)

From: (b) (7)(C)

Contact: (b) (7)(C)

Created By: (b) (7)(C)

CCN: 0043-13-WFO-6-0017

Lead Agency: SIGAR - Special Inspector General for Afghanistan Reconstruction

(b) (7)(A)

Title: (b) (7)(C)

Synopsis: SIGAR's (b) (7)(A) project analyzes (b) (7)(A) data in conjunction with DOD deployment data to develop investigative leads regarding suspicious financial transactions involving possible fraud and corruption activity by individuals who have been deployed to Afghanistan.

During (b) (7)(A) analysis, information was developed on suspicious financial transactions relating to (b) (7)(C) (b) (7)(C) was deployed to Afghanistan as an interpreter in 2008. (b) (7)(C). In May 2010, (b) (7)(C) purchased twenty money orders totaling \$9,960 at a Western Union location in Fremont, CA.

Statutes: 18 USC 1956

Details: On November 1, 2012, this investigation was initiated to determine if (b) (7)(C) (b) (7)(C) was involved in corruption or money laundering as a result of (b) (7)(C) purchase of twenty money orders totaling \$9,960. Financial information was obtained and reviewed concerning the multiple transactions (b) (7)(C) engaged in.

On December 12, 2013, (b) (7)(C) was interviewed concerning the twenty

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To: SIGAR Investigations Directorate

Contact: (b) (7)(C)

Date: 2/12/2014

Title: (b) (7)(C)

money orders purchased totaling \$9,960. From 2008 through April 15, 2013, (b) (7)(C) was employed by Mission Essential Personnel (MEP), a U.S. Government contractor, and worked as a (b) (7)(C). (b) (7)(C) also worked at (b) (7)(C). With regards to the twenty money orders purchased totaling \$9,960 in May 2010, these transactions were conducted in order to purchase a vehicle for (b) (7)(C). (b) (7)(C) recalled the money orders were limited to a maximum amount of \$500 each. As a result, (b) (7)(C) purchased twenty for a total of \$9,960; the purchase price of the vehicle. (b) (7)(C) purchased the money orders from a location identified as (b) (7)(A). The money orders were payable to a company identified as (b) (7)(A). (b) (7)(C) provided the vehicle identification number of the vehicle purchased for (b) (7)(A) brother as (b) (7)(A) and the license plate assigned to the vehicle as (b) (7)(A). In addition, (b) (7)(C) withdrew \$9,165 from (b) (7)(C) financial account in October 2011. This withdrawal was used to purchase a wrecked automobile from a company identified as (b) (7)(A). (b) (7)(C) purchased a Toyota Camry for (b) (7)(C) at a salvage auction. The State of (b) (7)(A) plate currently on the Toyota Camry was identified as (b) (7)(A). (b) (7)(C) provided a copy of a (b) (7)(A) in the amount of \$9,165. The remitter on the cashiers check is identified as (b) (7)(C). (b) (7)(C) and the payee is listed as (b) (7)(A). (b) (7)(C) added, the salvage auction handled the financial transaction.

On January 31, 2014, the Regional Organized Crime Information Center (ROCIC) was requested to query (b) (7)(A), Department of Motor Vehicle (DMV), for the VIN and license plate information provided by (b) (7)(C). It was learned that (b) (7)(A) was not found in the (b) (7)(A) DMV records. After querying for (b) (7)(A) license plate (b) (7)(A) it was determined the number 2 had been left off the VIN. In conclusion, it was verified that a 2010 Toyota is owned by (b) (7)(C) bearing (b) (7)(A) plate (b) (7)(A) with (b) (7)(A). Also, (b) (7)(A) license plate (b) (7)(A) was determined to be assigned to (b) (7)(C). The vehicle is a 2009 Toyota. Both vehicles have valid (b) (7)(C) registrations.

On February 12, 2014, SIGPRO (b) (7)(C) was briefed on the facts of this investigation. (b) (7)(C) declined prosecution of this matter due to lack of evidence that a crime was committed.

This matter will be referred to the SIGAR Suspension and Debarment Counsel for any action deemed appropriate.

This investigation is closed as unfounded.

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To: SIGAR Investigations Directorate

Contact: (b) (7)(C)

Date: 2/12/2014

Title: (b) (7)(C)

Exhibits(s): None

LEAD(s):

Set Lead 1: (Info)

SIGAR: None

Set Lead 2: (Info)

SIGAR: None

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SIGAR

Office of the Special Inspector General
for Afghanistan Reconstruction

Administrative Communication - Report of Investigation

Precedence: Routine

Date: 4/18/2014

To: SIGAR Investigations Directorate

Attn: (b) (7)(C)

From: SIGAR Investigations – Kabul

Contact: (b) (7)(C)

Created By: (b) (7)(C)

CCN: 0465-13-KBL-5-0165

Lead Agency: SIGAR - Special Inspector General for Afghanistan Reconstruction

(b) (7)(A)

Title: (b) (7)(C), (b) (7)(A)

Synopsis: Subjects received U.S. Department of State (DoS) grant to produce 100 radio programs on legal and religious rights of women and children in Afghanistan. Subjects failed to perform any work related to the grant and absconded with the U.S. funds. The DoS debarred subject from further contracts or grants with the DoS for a period of 3 years.

Details: This investigation was initiated based on information received from the DoS - Office of Inspector General (OIG). (b) (7)(C)

(b) (7)(C) alleged that (b) (7)(C) did not perform any work related to a grant they received and absconded with the grant money. (b) (7)(C) stated that (b) (7)(A) was awarded (b) (7)(A) in October of 2012, in the amount of \$49,130. (b) (7)(C) and other (b) (7)(A) staff have been unable to contact (b) (7)(A) and (b) (7)(C) to conduct monitoring visits on the grant, despite numerous attempts by telephone and e-mail. (b) (7)(C) visited the (b) (7)(A) office in February of 2013, but the office was closed and (b) (7)(A) was no longer located at that address.

On December 12, 2013 the DoS Suspension and Debarment Official debarred (b) (7)(C) and

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To: SIGAR Investigations Directorate

Contact: (b) (7)(C)

Date: 4/18/2014

Title: (b) (7)(C)

(b) (7)(A) for a period of three years. This case was referred to the Afghan Attorney General's Office for prosecution; however, to date, no action has been taken by that office pursuant to the allegations provided in this matter. The Department of Justice declined this matter for prosecution.

All investigative work has been accomplished in this case; thus it is closed with the submission of this document.

Exhibits(s): None

LEAD(s):

Set Lead 1: (Info)

SIGAR –HQ: For information.

Set Lead 2: (Info)

SIGAR -Kabul: For case closure.

CLASSIFICATION:
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Page 2 of 2

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SIGAR

Office of the Special Inspector General
for Afghanistan Reconstruction

VIA ELECTRONIC TRANSMISSION

December 29, 2014

Re: FOIA Request #2015-F-001

This is an interim response to your Freedom of Information Act (FOIA) request to the Special Inspector General for Afghanistan Reconstruction (SIGAR), seeking the following information:

“A copy of the first five pages of the closing document (Report of Investigation, Closing Memo, Final Report, Referral Memo, Referral Letter, etc.) associated with each SIGAR closed investigation closed during calendar year 2014 to date.”

Your request is dated October 8, 2014. However, this office did not officially receive your request until October 16, 2014.

We have granted your request under the FOIA, Title 5 U.S.C. § 552, as amended. Our search identified 36 pages of electronic information responsive to your request. After a thorough review of the identified files, I have determined that portions of them are exempt from disclosure under the FOIA, 5 U.S.C. § 552 (b)(4), (b)(7)(A), (b)(7)(C) and (b)(7)(D). We are releasing 36 pages in part.

On pages containing redacted information, we have provided the FOIA exemption upon which we have relied: Exemption 4 – protects information “such as trade secrets and commercial or financial information obtained from a company on a privileged or confidential basis which, if released, would result in competitive harm to the company.” Exemption 7(A) – protects information compiled for law enforcement purposes that could “reasonably be expected to interfere with enforcement proceedings.” Exemption 7(C) – protects law enforcement information that “could reasonably be expected to constitute an unwarranted invasion of personal privacy.” 7(D) – protects law enforcement information that “disclose the identity of a confidential source.”

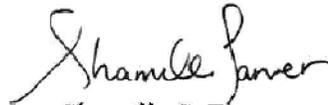
Under the FOIA’s administrative appeal provision, you have the right to administratively appeal any adverse determination(s) that an agency makes against this FOIA request. If you are not satisfied with this determination, you may appeal to the appellate authority within 60 days from the date of this letter. Your appeal should include the original copy of your request, the final response letter, and a detailed justification supporting your appeal. The envelope should be plainly marked, indicating that it is a FOIA appeal. If you decide to appeal, please send your appeal to:

Office of Privacy, Records & Disclosure
Special Inspector General for Afghanistan
2530 Crystal Drive
Arlington, VA 22202-3940

Provisions of the FOIA allow us to recover part of the cost of complying with your requests. In this instance, because the cost is below the fee threshold, no fee will be charged.

We will continue processing your request and will follow up with you no later than January 13, 2014, regarding the status of your request. If you have any questions concerning this request, please contact the Office of Privacy, Records & Disclosure at (703)545-6046, or sigar.pentagon.gen-coun.mbx.foia@mail.mil. Please subject all inquiries using the assigned request number above. We appreciate your patience as we proceed with your request.

Sincerely,

A handwritten signature in black ink that reads "Shamelle S. Tarver". The signature is written in a cursive style with a large initial "S".

Shamelle S. Tarver
Public Information Manager

CUI//FOUO



SPECIAL INSPECTOR GENERAL FOR AFGHANISTAN RECONSTRUCTION INVESTIGATIONS DIRECTORATE

Precedence: Routine

Date: 1/22/2014

To: SIGAR Investigations Directorate

Attn: (b) (7)(C)

From: SIGAR Investigations Directorate

Contact: (b) (7)(C)

Approved By: (b) (7)(C)

Created By: (b) (7)(C)

Case ID: 0133-12-CLN-7-0058

Case Status: Closed (C)

Lead Agency: SIGAR - Special Inspector General for Afghanistan Reconstruction

(b) (7)(A)

SIGAR Lead Agent: (b) (7)(C)

Title: (b) (7)(A) Criminal Intelligence File

Synopsis: Criminal Intelligence file created solely to capture interviews of sources and/or receipts of administrative, civil and criminal information relating to SIGAR (b) (7)(A) area of responsibility (AOR). SIGAR (b) (7)(A) permanently closed operations; this file is closed.

Details: This criminal intelligence file was created solely to capture interviews of sources and/or receipts of administrative, civil and criminal information relating to SIGAR (b) (7)(A) area of responsibility. On 01/16/2014, SIGAR (b) (7)(A) permanently closed its office, and shifted its investigative assets to U.S. Embassy Kabul. This criminal intelligence file is no longer viable and is closed.

Attachment(s): None

CUI//FOUO

To: SIGAR Investigations Directorate

Contact: (b) (7)(C)

Date: 1/22/2014

Title: (b) (7)(A) Criminal Intelligence File

LEAD(s):

Set Lead 1: (Info)

SIGAR HQ

For information and closure.

Set Lead 2: (Info)

SIGAR Kabul

For closure.

Page 2 of 2

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CUI//FOUO



SPECIAL INSPECTOR GENERAL FOR AFGHANISTAN RECONSTRUCTION INVESTIGATIONS DIRECTORATE

Precedence: Routine

Date: 1/26/2014

To: SIGAR Investigations Directorate

Attn: (b) (7)(C)

From: SIGAR Investigations Directorate

Contact: (b) (7)(C)

Approved By: (b) (7)(C)

Created By: (b) (7)(C)

Case ID: 0255-13-CLN-1-0093

Case Status: Closed (C)

Lead Agency: SIGAR - Special Inspector General for Afghanistan Reconstruction

(b) (7)(A)

SIGAR Lead Agent: (b) (7)(C)

Title: (b) (7)(A) : Contract Fraud

Synopsis: Investigation closed.

Details: This case was initiated based upon a complaint to the SIGAR hotline by an individual who identified himself as the former Senior Property Manager for (b) (7)(A) (b) (7)(A) (b) (7)(A) Southern Afghanistan LOGCAP IV program. The complainant alleged massive systemic failures in (b) (7)(A) property control and management implementing the LOGCAP program. Although (b) (7)(A) had no direct knowledge, the complainant alleged (b) (7)(A) circumvented periodic DCMA audits of excess government property managed by (b) (7)(A) under LOGCAP by shifting property to other locations in advance of audits.

Former and present (b) (7)(A) witnesses identified by complainant were interviewed in Afghanistan and U.S., however, all failed to corroborate complainant's allegations of criminal wrongdoing. Government witnesses from DCMA who managed the LOGCAP program were also interviewed, and noted no criminal wrongdoing on (b) (7)(A) part. All agreed property management systems implemented by (b) (7)(A) to manage government property under LOGCAP were deficient, and fixes were implemented by DCMA to improve the process.

Page 1 of 2

CUI//FOUO

To: SIGAR Investigations Directorate

Contact: (b) (7)(C)

Date: 1/26/2014

Title: (b) (7)(A) Contract Fraud

On 12/17/2013, (b) (7)(C) opined insufficient evidence does not exist to meet the burden of proof available to support a referral for fact-based debarment, nor do the exigent circumstances exist to support a fact-based suspension. As no further debarment action is contemplated in this matter, the suspension and debarment program concurred with the request to close case.

On 01/23/2014, (b) (7)(C), conducted a case review and declined prosecution.

Attachment(s): None

LEAD(s):

Set Lead 1: (Info)

SIGAR HQ

For information and closure.

Set Lead 2: (Info)

SIGAR Kabul

For closure.



SIGAR

Office of the Special Inspector General
for Afghanistan Reconstruction

Administrative Communication

Precedence: Routine

Date: 1/26/2014

To: SIGAR Investigations Directorate

Attn: (b) (7)(C)

From: SIGAR Investigations Directorate Kabul SAC

Contact: (b) (7)(C)

Created By: (b) (7)(C)

CCN: 0504-13-KBL-1-0179

Lead Agency: SIGAR - Special Inspector General for Afghanistan Reconstruction

(b) (7)(A)

Title: (b) (7)(C)

Synopsis: The following SIGAR investigation is recommended for closure.

Details: On July 30, 2013, (b) (7)(C) provided six Trip Management Requests (TMRs) submitted by (b) (7)(C) for payment. (b) (7)(C) is a multinational corporation that performs transportation services in Afghanistan. (b) (7)(C) reported each of the TMRs was a fraudulent billing, bearing at least one forged signature and/or altered data.

Review of the TMRs revealed (b) (7)(C) signature appeared on all six TMRs as the authority requesting the shipment. (b) (7)(C) was contacted and after reviewing the TMRs, confirmed (b) (7)(C) signature was forged on all six.

On August 10, 2013, (b) (7)(C) advised the total value of the TMR denied for payment based on this investigation was \$51,670.47.

On January 23, 2014, (b) (7)(C) declined prosecution. On January 23, 2014, (b) (7)(C) concurred, suspension and debarment action is not warranted. This investigation is

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To: SIGAR Investigations Directorate

Contact: (b) (7)(C)

Date: 1/26/2014

Title: (b) (7)(C)

recommended for closure.

LEAD(s):

Set Lead 1: (Info)

SIGAR For information

Set Lead 2: (Info)

SIGAR For information

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SIGAR Office of the Special Inspector General for Afghanistan Reconstruction

Precedence: Routine

Date: 2/24/2014

To: SIGAR Investigations Directorate

Attn: (b) (7)(C)

From: (b) (7)(C)

Contact: (b) (7)(C) (b) (7)(C)

Created By: (b) (7)(C)

CCN: 0097-12-CLN-6-0045

Lead Agency: FBI - Department of Justice, Federal Bureau of Investigation

(b) (7)(A)

Title: (b) (7)(C), (b) (7)(A)

MONEY LAUNDERING

Synopsis: Case is closed, with no Department of Justice or suspension/debarment actions.

Details: SIGAR joined the Federal Bureau of Investigation (FBI) in a joint investigation of subjects based upon information detailed in the (b) (7)(A) case initiation memorandum dated 02/03/2012. The investigation was predicated upon information provided by the Afghan Threat Finance Cell (ATFC) alleging (b) (7)(C), and (b) (7)(C) had been caught crossing the US border with undeclared cash and had brought large sums of cash back from Afghanistan. (b) (7)(C) was also identified as a (b) (7)(C) that provided linguists to the Government. From May to October 2011 over \$1 million in wire transfers were indentified involving (b) (7)(A) and Afghan financial institutions.” The ATFC did not provide documentation to support their information/allegations. (b) (7)(A)

(b) (7)(A)

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FOIA REQUESTED RECORDS

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2015F001-007

RELEASED BY SIGAR

To: SIGAR Investigations Directorate

Contact: (b) (7)(C)

Date: 2/24/2014

Title: (b) (7)(A) et al;
MONEY LAUNDERING

(b) (7)(A), (b) (7)(C)

(b) (7)(A)

There were no allegations of money laundering associated with this contract.

SIGAR investigation identified two QUI TAM False Claim Act suits filed in 2004 by former (b) (7)(A) employees alleging (b) (7)(A) and its President (b) (7)(C) falsely billed the Government by misrepresenting the language qualifications of employed linguists, e.g. (b) (7)(A) failed to administer language proficiency tests to its employees as required by the contract thereby falsely establishing their qualifications for billing and reimbursement purposes. The two QUI TAM suits were consolidated by the United States District Court, Eastern District of Pennsylvania (EDPA) as docket number 2:04-cv-03322-EL. On 12/28/2012, the U.S. Government (U.S. Attorney, EDPA) entered into a \$5 million agreement with (b) (7)(A) and (b) (7)(C) (b) (7)(C) to settle the QUI TAM suit. Subsequent to a "show cause action," neither (b) (7)(A) nor (b) (7)(C) were subject's of Federal contract debarment action as a result of this settlement based upon a finding that (b) (7)(A) (b) (7)(C) were "presently responsible."

SIGAR Suspension and Debarment Section has reviewed the case file and submitted an Administrative Communication advising no action is warranted. It is recommended this investigation be closed based upon the absence of substantiated documentation and/or information that the subject's were engaged in money laundering.

CLASSIFICATION:
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To: SIGAR Investigations Directorate

Contact: (b) (7)(C)

Date: 2/24/2014

Title: (b) (7)(A) et al;
MONEY LAUNDERING

Attachment(s): NONE

LEAD(s):

Set Lead 1: (ACTION)

SIGAR

- 1) Close investigation as an unfounded allegation.

CLASSIFICATION:
CUI // FOUO

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FOIA REQUESTED RECORDS

RELEASED BY SIGAR

CUI//FOUO



**SPECIAL INSPECTOR GENERAL FOR AFGHANISTAN RECONSTRUCTION
INVESTIGATIONS DIRECTORATE**

Precedence: Routine**Date:** 3/14/2013**To:** SIGAR Investigations Directorate**Attn:** (b) (7)(C)**From:** SIGAR Investigations Directorate, WFO**Contact:** (b) (7)(C)**Approved By:** (b) (7)(C)**Created By:** (b) (7)(C)**Case ID:****Complaint #:** 0086-12-WFO-3-0028**Case Status:** Full (F)**Lead Agency:** SIGAR - Special Inspector General for Afghanistan Reconstruction

(b) (7)(A)

SIGAR Lead Agent: (b) (7)(C)**SIGAR Supporting Agent:****Title:** (b) (7)(C)**Synopsis:**

This investigation was initiated based on an allegation that (b) (7)(C) acting as a (b) (7)(C) cancelled an order for cooling units from a Pakistan vendor and then requested the contractor to order cooling units from a U.S. vendor that recommended, possibly resulting in a financial benefit. Inquiries failed to surface any supporting information that a personal or financial relationship existed between the COR and the U.S. vendor. Investigation closed.

Details:

This investigation was transferred to SIGAR HQ in JUN12. The investigation was initiated in +JAN12 subsequent to allegations from (b) (7)(C) Managing

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CUI//FOUO

To: SIGAR Investigations Directorate

Contact: (b) (7)(C)

Date: 3/15/2013

Title: (b) (7)(A) COR Contract
Mismanagement

Director of Network of Construction & Development Companies (NCDG), an Afghanistan contractor. (b) (7)(C) alleged that (b) (7)(C) acting as the (b) (7)((b) (7)(A)) may have financially benefited as result of requesting (b) (7)(A) to cancel an order for cooling units from a Pakistan vendor and requiring (b) (7)(A) to order the cooling units from a specific U.S. vendor that (b) (7)(C) recommended. (b) (7)(C) alleged (b) (7)(C) may have had some type of special relationship with the U.S. company. The following summary of investigative activity occurred.

On 20JAN (b) (7)(C) was initially interviewed regarding (b) (7)(C) knowledge of a possible irregularity on a contract (b) (7)(C) company was awarded in Herat. (b) (7)(C) had a (b) (7)(A) contract identified as: (b) (4) valued at \$17,589,459, to install (b) (7)(A) (b) (7)(A). During the course of the contract, (b) (7)(C) was told by the (b) (7)(A) to cease purchasing (b) (7)(A) units from (b) (7)(C) Pakistan supplier and purchase them from (b) (7)(A) a U.S. company. Based on instructions from the (b) (7)(A) (b) (7)(C) cancelled (b) (7)(C) Pakistani cooling unit order and entered into a contract with (b) (7)(C) to purchase cooling units. (b) (7)(C) was again contacted, via email correspondences during AUG12 wherein (b) (7)(C) reported (b) (7)(C) had no specific information of wrongdoing on the part of (b) (7)(C).

During AUG12, (b) (7)(C) (b) (7)(C) for the (b) (7)(A) contract, was contacted. (b) (7)(C) was unable to provide any substantive information.

In AUG12, a contract file review of the (b) (7)(A) contract was conducted. It was determined (b) (7)(C) was appointed (b) (7)(A) on 27FEB08. The file review surfaced the Statement of Work; letters to (b) (7)(A) for construction sites clearances; progress payment information and contract modifications. No correspondences between (b) (7)(C) NDCD and or (b) (7)(C) were discovered.

(b) (7)(C), owner of (b) (7)(C) was interviewed on 27SEP12. (b) (7)(C) was described as providing industrial commercial heating and ventilation evaporations cooling units within the industry. (b) (7)(C) reported in MAR12, (b) (7)(C) former sales manager, identified as (b) (7)(C), was contacted by (b) (7)(C) who inquired about (b) (7)(C) cooling units for Afghanistan. (b) (7)(C) explained how the (b) (7)(C) units worked and (b) (7)(C) indicated that is what they needed. In early 2008, (b) (7)(C) sent specifications describing the cooling unit needs and subsequently a sales contract between (b) (7)(A) and (b) (7)(C) was initiated. According to (b) (7)(C) (b) (7)(A) paid (b) (7)(C) \$1.2 million and (b) (7)(C) sent 60 units with \$900,000 remaining. (b) (7)(C) reported (b) (7)(A) wanted (b) (7)(C) to send the remaining cooling units ordered and sent (b) (7)(C) a letter of credit from a New York bank that didn't exist. (b) (7)(C) reported (b) (7)(A) owed (b) (7)(C) \$350,000. Thus, (b) (7)(C) suspected (b) (7)(A) was a fraudulent company. (b) (7)(C) reported (b) (7)(C) did not previously know (b) (7)(C) did not solicit any gift or gratuity from (b) (7)(C) and (b) (7)(C) never paid (b) (7)(C) anything of value for facilitating the (b) (7)(A) contract.

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CUI//FOUO

To: SIGAR Investigations Directorate

Contact: (b) (7)(C)

Date: 3/15/2013

Title: (b) (7)(A) COR Contract
Mismanagement

During SEP12, (b) (7)(C), former (b) (7)(C) for (b) (7)(C) was contacted. (b) (7)(C) confirmed (b) (7)(C) telephonically contacted (b) (7)(C) in 2007 regarding their cooling unit products. (b) (7)(C) recalled (b) (7)(C) indicating the Pakistani cooling units previously purchased and presently being utilized were defective and failing. (b) (7)(C) recalled that the contract between (b) (7)(A) and (b) (7)(C) was later initiated. According to (b) (7)(C) (b) (7)(C) never met (b) (7)(C) no family members of (b) (7)(C) worked at (b) (7)(C) and (b) (7)(C) never gave (b) (7)(C) anything of value.

Inquiries conducted during AUG12, surfaced a civil law suit, #CV-11-269-RMP, wherein (b) (7)(A) brought against (b) (7)(C). The suit, initially filed in Washington State, was subsequently dismissed.

On 25OCT12, an interview was conducted with (b) (7)(C) (b) (7)(C) confirmed (b) (7)(C) was the COR on the (b) (7)(A) contract to install (b) (7)(A) units and that (b) (7)(C) was an engineer. (b) (7)(C) was trained as a COR soon after arrival in Afghanistan. In FEB08, (b) (7)(C) was given the (b) (7)(A) contract and determined work had been ongoing in Heart, Mazra-e- (b) (7)(C) and (b) (7)(C) and (b) (7)(C) visited the sites to inspect the work to date. (b) (7)(C) opined the Pakistani (b) (7)(A) units were unsatisfactory; they would fail in the Afghanistan environment and (b) (7)(A) had no previous (b) (7)(A) experience. Based on this, (b) (7)(C) instructed the contractor to cease further purchases from the Pakistani vendor. (b) (7)(C) reported (b) (7)(C) did research to locate a (b) (7)(A) unit that would endure the harsh Afghanistan environment wherein (b) (7)(C) located (b) (7)(C) reviewed their specifications and recommended (b) (7)(C) (b) (7)(A) units to (b) (7)(A). According to (b) (7)(C) (b) (7)(C) was not involved in any subsequent negotiations between (b) (7)(C) and (b) (7)(A). (b) (7)(C) indicated (b) (7)(C) did not receive anything of value from (b) (7)(C) as (b) (7)(C) knew that was wrong.

The following supporting Investigative Reports (IRs) have been added into ICMS.

1. IR: Results of Interview of (b) (7)(C) dated 20JAN12
2. IR: Receipt of Information from Complainant, (b) (7)(C) dated 27AUG12
3. IR: Receipt of Email Information from (b) (7)(C), dated 28AUG12
4. IR: Receipt of (b) (7)(A) Contract Files, dated AUG12
5. IR: Request for Electronic Contract File Review for (b) (4), dated 22OCT12
6. IR: (b) (7)(C) Data Base Check, dated 27JUL12
7. IR: Government Contract Inquiries, 11AUG12
8. IR: Contract Review, dated 22OCT12
9. IR: Interview of (b) (7)(C) (b) (7)(C) (b) (7)(C) dated 25SEP12

CUI//FOUO

To: SIGAR Investigations Directorate

Contact: (b) (7)(C)

Date: 3/15/2013

Title: (b) (7)(A) COR Contract
Mismanagement

10. IR: Interview of (b) (7)(C) (b) (7)(C) (b) (7)(C) dated 27SEP12
10. IR: Results of Telephonic Interview of (b) (7)(C) (b) (7)(C) dated 28SEP12
11. IR: Receipt of Background Information (b) (7)(C) dated 29AUG12
12. (b) (7)(A) Civil Law Suit Against (b) (7)(A), dated 24AUG12
13. IR: Interview of (b) (7)(C) dated 25OCT12

Summary: In as much as no specific allegations of wrongdoing by the COR were raised; there is no document corroboration of wrongdoing by the COR; there is no evidence of nepotism; there is no evidence of monetary gifts or gratuities provided to (b) (7)(C) this investigation is recommended for closure.

Attachment(s):

LEAD(s):

Set Lead 1: (Recommend for closure.)

SIGAR HQ

Set Lead 2: (Info)



SIGAR

Office of the Special Inspector General
for Afghanistan Reconstruction

Administrative Communication - General

Precedence: Routine

Date: 8/25/2014

To: SIGAR Investigations Directorate

Attn: (b) (7)(C)

From: (b) (7)(C) Special Agent

Contact: (b) (7)(C) Assistant Special Agent in Charge

Created By: (b) (7)(C) Special Agent

CCN: 0048-13-WFO-0024

Lead Agency: SIGAR - Special Inspector General for Afghanistan Reconstruction

(b) (7)(A)

Title: (b) (7)(C) PMO

Reference:

(A) SIGAR AC, 24APR13

Synopsis:

This AC is prepared to document the case closure.

Details:

This joint USACID, CID and SIGAR investigation was initiated subject to SIGAR's Postal Money Order (PMO) assessment initiative that analyzes purchase patterns that meet predetermined criteria in all US mail facilities in Afghanistan. They may be high volume purchases coupled with the failure to file the USPS Form 8105A, "Funds Transaction Report", as required by federal law. Form 8105A is required when purchases meet or exceeds \$3,000 per transaction or per day. The assessment also identified sequential money orders purchased at its limit, \$1,000, to determine if it was made by the same person. According to USPS records, the PMOs were often made payable to the purchaser, family members, creditors or other non-vendors.

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To: SIGAR Investigations Directorate

Contact: (b) (7)(C)

Date: 8/25/2014

Title: (b) (7)(C)

As result of the PMO assessment initiative, information was developed that (b) (7)(C) engaged in suspicious financial transactions currently estimated at \$26,000 and sent cash to (b) (7)(C) U.S. residence via Postal Money Orders.

On 17JUL13, (b) (7)(C), (herein identified as (b) (7)(C) wife of (b) (7)(C) was interviewed and confirmed (b) (7)(C) was an employee of Mission Essential Personnel (MEP), where (b) (7)(C) was a Regional Support Manager and worked in worked in Afghanistan from 2008 through Jul2013. During such time (b) (7)(C) reported (b) (7)(C) ordered numerous items identified as: computers, iPads and other miscellaneous electronic items and the items would be mailed to their home. (b) (7)(C) in turn, would send them to (b) (7)(C) in Afghanistan who sold them to contractors, interpreters, etc, in exchange for the costs of the items plus additional shipping cost. According to (b) (7)(C) (b) (7)(C) would send the money (b) (7)(C) obtained from the sale of the items to (b) (7)(C) to pay off the credit cards used for the purchases. (b) (7)(C) confirmed (b) (7)(C) handled all household finances and performed all transactions by phone. (b) (7)(C) indicated (b) (7)(C) traveled to other bases within Afghanistan where (b) (7)(C) would meet other contractors and agree to make purchases for them. (b) (7)(C) provided (b) (7)(C) credit card and bank statements for verification of purchases.

During the course of this investigation, (b) (7)(C) was interviewed and confirmed (b) (7)(C) sent funds to (b) (7)(C) residence as result of buying and selling electronic items for co-workers and other personnel assigned in Afghanistan who did not have credit cards or means to make purchases. (b) (7)(C) confirmed (b) (7)(C) was paid in cash for the items in turn, would obtain Postal Money Orders and send the cash to (b) (7)(C) residence. Additionally, (b) (7)(C) was paid by a (b) (7)(C), an Afghanistan citizen, to assist (b) (7)(C) in writing contract proposals for various projects. According to (b) (7)(C) these efforts were an aside to (b) (7)(C) MEP position.

The CID reports documenting the inquires stated herein were entered into ICMS. This investigation was briefed to (b) (7)(C), Public Corruption Unit, Criminal Division, U.S. Attorney's Office, Southern District of N.Y, who declined prosecution.

Based on the lack of violations of criminal wrongdoing and the AUSA declination cited herein, this investigation is recommended for closure. This report is being provided to (b) (7)(C) Suspension and Debarment consideration..

LEAD(s):

Set Lead 1: (SIGAR HQ): Forwarded to (b) (7)(C) for S & D consideration.

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To: SIGAR Investigations Directorate

Contact: (b) (7)(C)

Date: 8/25/2014

Title: (b) (7)(C) (b) (7)(C)

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SIGAR

Office of the Special Inspector General
for Afghanistan Reconstruction

Precedence: Routine

Date: 5/6/2014

To: SIGAR Investigations Directorate

Attn: (b) (7)(C)

From: (b) (7)(C)

Contact: (b) (7)(C)

Created By: (b) (7)(C)

CCN: 0304-12-WFO-6-0143

Lead Agency: SIGAR - Special Inspector General for Afghanistan Reconstruction

(b) (7)(A)

Title: (b) (7)(C), (b) (7)(A)

Synopsis: Case Closing

Details: This SIGAR investigation was predicated upon receipt of suspicious financial activity information from a confidential source that (b) (7)(C) subsequent to (b) (7)(C) return from Afghanistan military service (b) (7)(C)

(b) (7)(A), withdrew \$37,700 cash from (b) (7)(C) checking and savings accounts with the (b) (7)(A)

(b) (7)(A). Review of subpoenaed records from (b) (7)(A)

(b) (7)(A) (investment account), (b) (7)(A) (Home Mortgage file) (b) (7)(A)

(Mortgage file), the (b) (7)(A) (no records), and

(b) (7)(A) (no gambling records), disclosed all sources of (b) (7)(C) income are

derived from the US Government for either Military or Government salary (b) (7)(C)

(b) (7)(A), reimbursement for travel expenses, or on one occasion the deposit of \$5541 from the sale of the entire contents of (b) (7)(C) Scottrade stock portfolio (stock purchased in 2008).

(b) (7)(A) and (b) (7)(A) documented (b) (7)(C) townhouse purchase on 06/15/2010; (b) (7)(C) mortgage

application identifies/supports (b) (7)(C) income and monthly mortgage payments. (b) (7)(C) (b) (7)(A) account

cash withdrawals sustain (b) (7)(C) life style that may include gambling (ATM withdrawals at the

(b) (7)(A)). Review of records from the (b) (7)(A)

(b) (7)(A) reported no gambling or hotel residency records.

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To: SIGAR Investigations Directorate

Contact: (b) (7)(C)

Date: 5/6/2014

Title: (b) (7)(C), (b) (7)(A)

All income sources for (b) (7)(C) have been identified and no suspicious activity, un-sourced funds or activity indicative of a person living a lifestyle beyond their legitimate income were identified.

On 05/05/2014, DOJ Trial Attorney (b) (7)(C), Criminal Division, declined prosecution. The SIGAR Suspension/Debarment Section conducted an evaluation of the case and concluded no criminal activity was identified during the investigation to meet the burden of proof available to support a referral for fact-based debarment, nor do the exigent circumstances exist to support a fact-based suspension. As no further debarment action was contemplated in this matter, the suspension and debarment program concurred with the request to close the case. The SIGAR (b) (7)(A) request for (b) (7)(C) secondary customs inspection has been cancelled. The SIGAR Form 20 Closing Checklist has been completed and submitted to the case file for supervisory review.

It is recommended this investigation be closed.

Attachment(s): None

LEAD(s):

Lead 1: (Action)

SIGAR at WFO

Investigations Directorate close this investigation.

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SIGAR

Office of the Special Inspector General
for Afghanistan Reconstruction

Case Closing AC

Precedence: Routine

Date: 1/27/2014

To: SIGAR Investigations Directorate

Attn: (b) (7)(C)

From: (b) (7)(C)

Contact: (b) (7)(C)

Created By: (b) (7)(C)

CCN: 0486-13-WFO-1-0171

Lead Agency: SIGAR - Special Inspector General for Afghanistan Reconstruction

(b) (7)(A)

Title: UNKNOWN SUBJECT (UNSUB); (b) (7)(A)
INELIGIBLE
EXPENSE CONTRACT REIMBURESMENT

Synopsis: Investigation is closed; \$6,345 recovered, prosecution declined.

Details: On 07/22/2013, this criminal investigation was initiated upon receipt of a SIGAR Audit Directorate (AD) Referral for Investigation Report dated 07/03/2013 (SIGAR Form A-4.4). The SIGAR AD Financial Audit entitled "Audit of Costs Incurred by (b) (7)(A) under the (b) (7)(A) Technical Support to the Central and Provincial Ministry of Public Health Project, Cooperative Agreement No: 306-A-00-06-00522-00 for the period July 1, 2006, through December 31, 2012" (SIGAR Audit Report 13-4, dated June 13, 2013), reported as Finding 2013-1 that (b) (7)(A) included entertainment expenses in the amount of \$6,345 for welcome and farewell parties, as well as special holiday celebrations as part of this cost category. The entertainment costs were determined to be ineligible per Office of Management and Budget (OMB) Circular A-122." The SIGAR Audit Report 13-4 made two recommendations regarding Finding 2013-1; the pertinent recommendation for this investigation is recommendation #1 that (b) (7)(A) return \$6,345 in ineligible costs to the USAID."

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To: SIGAR Investigations Directorate

Contact: (b) (7)(C)

Date: 1/27/2014

Title: UNSUB, (b) (7)(A) INELIGIBLE EXPENSE CONTRACT REIMBURSEMENT

Review of SIGAR Audit Report 13-4 and consultation with SIGAR Auditors did not identify a (b) (7)(A) employee or other person responsible, suspected or profiting from the identified ineligible \$6,345 entertainment expense reimbursement.

Contact with (b) (7)(A) documented (b) (7)(A) reimbursed to USAID for the \$6,345. This (b) (7)(A) (b) (7)(A) documentation was reviewed by SIGAR Auditors who advised SIGAR Audit Report 13-4, Finding 2013-1, recommendation #1, will be closed. SIGAR Form 5-0 (Statistical Accomplishment Report) submitted for \$6,345 recovery.

(b) (7)(C) SIGAR Prosecutor/Associate General Counsel, Fraud Section, United States Department of Justice declined prosecution of subject investigation based on minimum monetary loss to the United States Government. SIGAR suspension/debarment section reviewed the case; no action proposed. SIGAR Form 20 (Pre-Closing and Case Transfer Checklist) completed, uploaded to ICMS for supervisor review.

Closure of this case is recommended.

Attachment(s): NONE

LEAD(s):

Set Lead 1: (Action)

SIGAR at Investigations Directorate, WFO

Close subject investigation.

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SPECIAL INSPECTOR GENERAL FOR AFGHANISTAN RECONSTRUCTION INVESTIGATIONS DIRECTORATE

Precedence: Routine

Date: 12/20/2013

To: SIGAR Investigations Directorate

Attn: (b) (7)(C)

From: SIGAR Investigations Directorate-Camp Leatherneck

Contact: (b) (7)(C)

Approved By: (b) (7)(C)

Created By: (b) (7)(C)

Case ID: 0176-13-WFO-6-0084

Complaint #: 0176-13-WFO-6-0084

Case Status: Full (F)

Lead Agency: SIGAR - Special Inspector General for Afghanistan Reconstruction

(b) (7)(A)

SIGAR Lead Agent: (b) (7)(C)

SIGAR Supporting Agent:

Title: (b) (7)(C)

Synopsis: This investigation is closed.

Details: During ADAP analysis, information was developed on suspicious financial transactions relating to (b) (7)(C). In February, 2012, (b) (7)(C) deployed as a (b) (7)(A) providing DoD mail support at Bagram Airfield, Afghanistan on U.S. funded (b) (7)(A) indicates that during July 2012, a bank account owned by (b) (7)(C) was the recipient of \$38,000 in bank wires split into 4 separate, sub-\$10,000 transactions originating in Kabul, Afghanistan. Three of the four wires were executed on three consecutive days in the amount of \$9,900 with the fourth taking place approximately two weeks later in the amount of \$8,300. Amount and frequency of the wire transfers appear to be an attempt to avoid reporting requirements. The account is (b) (7)(A). (b) (7)(C) utilizes a residence address in (b) (7)(A)

CUI//FOUO

To: SIGAR Investigations Directorate

Contact: (b) (7)(C)

Date: 12/20/2013

Title: (b) (7)(C)

Intelligence indicates the wire remitter as (b) (7)(C) a US citizen operating (b) (7)(A) (b) (7)(A) Logistics is a US company providing trucking movements and air cargo support within Afghanistan. The funds were sent from an account at Afghanistan International Bank.

The investigation determined that (b) (7)(C) and (b) (7)(C) were involved in several business ventures together while in Afghanistan. The wire transfers from (b) (7)(C) to (b) (7)(C) were the proceeds of legitimate business activities. (b) (7)(C) advised that (b) (7)(C) was instructed by the branch manager at the Afghanistan International Bank, Saheed NIW (phonetic), located on the Bagram Air Base, that (b) (7)(C) could not transfer more than \$9,500 at any one time otherwise the transfers would "trigger a flag." (b) (7)(C) had originally wanted to transfer (b) (7)(C) money using online tools from the U.S. but eventually had to travel to Afghanistan to execute the transfers in person, \$9,500 at a time. It was costly and time consuming.

The investigation has not turned up any evidence that (b) (7)(C) or (b) (7)(C) were attempting to conceal the money, illegal activities or circumvent reporting requirements in connect to the wire transfers. (b) (7)(A)

This investigation is closed.

Attachment(s):

LEAD(s):

Set Lead 1: (Info)

SIGAR-Headquarters: close case

Set Lead 2: (Info)



SIGAR

Office of the Special Inspector General
for Afghanistan Reconstruction

Administrative Communication - Report of Investigation

Precedence: Routine

Date: 5/22/2014

To: SIGAR Investigations Directorate

Attn: (b) (7)(C)

From: (b) (7)(C)

Contact: (b) (7)(C)

Created By: (b) (7)(C)

CCN: 0287-12-BAF-5-0163

Lead Agency: SIGAR - Special Inspector General for Afghanistan Reconstruction

(b) (7)(A)

Title: ALLEGATION OF THEFT OF FUEL FROM (b) (7)(A)

Synopsis: The allegations reported in this case were addressed in other ICCTF cases. No action necessary. Case is closed.

Details: On August 13, 2012, (b) (7)(C), Senior Auditor, Defense Contracting Audit Agency (DCAA) advised a contractor (NFI) was not properly accounting for fuel received at FOB Shank. (b) (7)(C) provided a spreadsheet of information indicating examples wherein the contractor recorded lesser amounts of fuel were received than were actually received. Purportedly this discrepancy in amount received would give the contractor a larger variance to account for stolen or lost fuel.

Special Agents (b) (7)(C) and (b) (7)(C) worked a number of fuel cases at (b) (7)(A) to include 0509-13-BAF-3-0181 and 0595-13-BAF-1-0210. The allegations provided by (b) (7)(C) were addressed in those and other investigations. Thus, this case is closed as nothing further needs to be addressed.

Exhibits(s): None

CLASSIFICATION:
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To: SIGAR Investigations Directorate

Contact: (b) (7)(C)

Date: 5/22/2014

Title: ALLEGATION OF THEFT OF FUEL
FROM (b) (7)(A)

LEAD(s):

Set Lead 1: (Action)

SIGAR Kabul: Close Investigation.

Set Lead 2: (Info)

SIGAR Headquarters: For information.

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SIGAR

Office of the Special Inspector General
for Afghanistan Reconstruction

Administrative Communication - Report of Investigation

Precedence: Routine

Date: 6/10/2014

To: SIGAR Investigations Directorate

Attn: (b) (7)(C)

From: (b) (7)(C)

Contact: (b) (7)(C)

Created By: (b) (7)(C)

CCN: 0314-12-BAF-1-0149

Lead Agency: SIGAR - Special Inspector General for Afghanistan Reconstruction

(b) (7)(A)

Title: (b) (7)(C), (b) (7)(A)

Synopsis: This case is administratively closed as it lacks prosecutive merit and its allegations are unfounded.

Details: A Confidential Human Source (CHS) (b) (7)(D) provided information that (b) (7)(C), (b) (7)(A), a (b) (7)(A) obtained an \$8.1B food and non-food distribution/support contract through the (b) (7)(A) by unethical means. Further, the CHS provided information indicating (b) (7)(C) building contractor had purchased steel from Iran for the construction of its Bagram and Kandahar warehouses, and the warehouses were not as functional as reported. Attempts to contact potential witnesses to corroborate the information provided by the CHS were unsuccessful. Further, SIGPRO (b) (7)(C) advised (b) (7)(C) could not be held responsible for the actions of a third party contractor in its purchase of Iranian steel.

Note: SA (b) (7)(C) is pursuing similar allegations under SIGAR Hotline Complaint (b) (7)(A). (b) (7)(C) has been advised of the allegations of this case for reference.

Exhibits(s): None

CLASSIFICATION:
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To: SIGAR Investigations Directorate

Contact: (b) (7)(C)

Date: 6/10/2014

Title: (b) (7)(C), (b) (7)(A)

LEAD(s):

Set Lead 1: (Action)

SIGAR Kabul: Close Investigation.

Set Lead 2: (Info)

SIGAR Headquarters: For information.

CLASSIFICATION:
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Page 2 of 2

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SIGAR

Office of the Special Inspector General
for Afghanistan Reconstruction

Administrative Communication - Report of Investigation

Precedence: Routine

Date: 6/9/2014

To: SIGAR Investigations Directorate

Attn: (b) (7)(C)

From: (b) (7)(C)

Contact: (b) (7)(C)

Created By: (b) (7)(C)

CCN: 0022-12-BAF-3-0071

Lead Agency: SIGAR - Special Inspector General for Afghanistan Reconstruction

(b) (7)(A)

Title: (b) (7)(C)

Synopsis: The allegations reported in this complaint were addressed with the Special Inspector General's Prosecutors (SIGPRO) and the office of the U.S. Army Staff Judge Advocate (SJA). Both opined that even if allegations were founded, no prosecution would be pursued due to lack of personal gain by the alleged perpetrators, as well as lack of evidence as the site of the purported crime is now closed. No action necessary. Case is closed.

Details: An anonymous complainant alleged that (b) (7)(A) traded fuel (JP8) for goods such as gravel at Combat Outpost (COP) (b) (7)(A) in Regional Contracting Command-East Afghanistan. Complainant indicated (b) (7)(A) was afraid to report this through (b) (7)(C) chain of command because (b) (7)(A) believed other members beyond those identified may have been involved. The fuel/gravel trade was made in mid to late October 2011 which resulted in an initial delivery of gravel just prior to November 2011. Complainant alleged (b) (7)(C) witnessed (b) (7)(C) comment that the (b) (7)(A) COP fuel point operator was (b) (7)(A), which made the fuel trade easier because no one was monitoring the fuel.

Complainant believed that 550 gallons of fuel may have been traded, but was unsure if this was

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To: SIGAR Investigations Directorate

Contact: (b) (7)(C)

Date: 6/9/2014

Title: (b) (7)(C)

full payment because the entire facility was scheduled to be covered with gravel.

Numerous attempts were made to travel to COP (b) (7)(A) to further pursue the allegations in this case; however, due to kinetic activity, travel was denied. COP (b) (7)(A) located in a remote area off of (b) (7)(C) an, was closed on August 11, 2012.

Discussion with (b) (7)(C) SIGPRO and (b) (7)(C) disclosed that since none of the individuals involved in the fuel/gravel swap gained anything personally from their actions, no judicial prosecution would be pursued.

Due to the lack of prosecutive interest, coupled with the closure of COP (b) (7)(A) this matter requires no further investigative effort. Thus, this case is closed with the submission of this administrative communication.

Exhibits(s): None

LEAD(s):

Set Lead 1: (Action)

SIGAR Kabul: Close Investigation.

Set Lead 2: (Info)

SIGAR Headquarters: For information.

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SIGAR

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for Afghanistan Reconstruction

Administrative Communication - Report of Investigation

Precedence: Routine

Date: 6/9/2014

To: SIGAR Investigations Directorate

Attn: (b) (7)(C)

From: (b) (7)(C)

Contact: (b) (7)(C)

Created By: (b) (7)(C)

CCN: 0125-12-BAF-1-0052

Lead Agency: SIGAR - Special Inspector General for Afghanistan Reconstruction

(b) (7)(A)

Title: (b) (7)(A)

Synopsis: On February 7, 2012, under contract (b) (4), the (b) (7)(A) awarded an (b) (7)(A) contract to (b) (7)(A) an Afghanistan owned trucking company. Subsequent to the award SIGAR launched an investigation in to allegations that (b) (7)(A) was involved in a potential Joint Venture (JV) with (b) (7)(A), a rejected contracting company within the CENTCOM area of responsibility (AOR). Under the (b) (7)(A) solicitation, (b) (7)(A) was to advise the (b) (7)(A) of any partnering or teaming efforts. Inasmuch as the (b) (7)(A) was not advised of the relationship and agreement between (b) (7)(A) and (b) (7)(A) the (b) (7)(A) issued a stop work order to (b) (7)(A) and its principals cooperated with said investigation and provided information linking (b) (7)(A) (b) (7)(A) (b) (7)(A) and subjects of investigation under a separate SIGAR investigation, CCN: 0119-10-KBL-1-0043. As a result of the joint efforts in both investigations, ultimately, numerous entities were debarred from Government contracting for a period of 3 years. Prosecution of this matter was declined. No further action expected in this case; thus, it is closed with the submission of this AC.

Details: As described in the Synopsis of this Administrative Communication, the (b) (7)(A) awarded a (b) (7)(A) contract to (b) (7)(A) and then issued a stop work order to (b) (7)(A) based on (b) (7)(A) failure

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To: SIGAR Investigations Directorate

Contact: (b) (7)(C)

Date: 6/9/2014

Title: (b) (7)(A)

to disclose its joint venture with (b) (7)(A) AA. Prior to that, in June 2005, under contract number (b) (4), the (b) (7)(A), awarded a fixed price medical equipment maintenance (MEM) contract to (b) (7)(A) to provide formally trained and certified Bio-Medical Technicians to perform MEM services in hospitals and medical facilities throughout Afghanistan. Under the MEM contract, the (b) (7)(A) conducted on-site inspections of the hospitals and medical facilities which revealed major performance deficiencies and (b) (7)(A) failure to implement effective corrective action.

From March 2009 to September 2011, (b) (7)(A) and another joint venture partner, EMA (not further identified) contracted with the (b) (7)(A) under the (b) (7)(A) contract to transport bulk fuel and dry cargo to various locations throughout Afghanistan. During (b) (7)(A) performance on the (b) (7)(A) contract, the (b) (7)(A) found that (b) (7)(A) repeatedly failed to comply with the terms of the (b) (7)(A) contract, and cited (b) (7)(A) for major performance deficiencies, lack of business integrity and ethics and failure to meet certain requirements of the Federal Acquisition Regulation.

On February 20, 2014, based on (b) (7)(A) unsatisfactory performance on the MEM and (b) (7)(A) contracts, its failure to implement effective correction action on these contracts and its unethical business effort to obtain yet another government contract through deceptive use of a front company, (b) (7)(A) the Department of the Army, Contract and Fiscal Law Division, Procurement Fraud Branch, Suspension and Debarment Official, (b) (7)(C) debarred (b) (7)(A) its principals, and affiliated entities for a period of three years from May 7, 2013 to May 7, 2016.

On March 12, 2014, the Department of Justice, via Special Inspector General Prosecutor (b) (7)(C) declined criminal prosecution in this matter.

Because (b) (7)(A) cooperated in the investigation of (b) (7)(A) and its related entities, there will be no action taken against (b) (7)(A). No further investigative efforts will be required relative to this matter; thus, this case is now closed.

Exhibits(s): None

LEAD(s):

Set Lead 1: (Action)

SIGAR Kabul: Close Investigation.

Set Lead 2: (Info)

SIGAR Headquarters: For information.

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SIGAR

Office of the Special Inspector General
for Afghanistan Reconstruction

Administrative Communication - Report of Investigation

Precedence: Routine

Date: 6/14/2014

To: SIGAR Investigations Directorate

Attn: (b) (7)(C)

From: (b) (7)(C)

Contact: (b) (7)(C)

Created By: (b) (7)(C)

CCN: 0332-13-BAF-3-0109

Lead Agency: SIGAR - Special Inspector General for Afghanistan Reconstruction

(b) (7)(A)

Title: Solicitation for Insider information, Bribery and Kickbacks

Synopsis: This case is administratively closed as it lacks prosecutive merit and the allegations could not be substantiated. The only suspect identified by e-mail is a citizen of Afghanistan and SIGAR has limited/no subpoena authority.

Details: On 16 March 2013, (b) (7)(C) (b) (7)(C) reported to the Bagram SIGAR Office, that an employee of (b) (7)(A) an Afghan Company, had written an e-mail to (b) (7)(A) Corporate Office located in (b) (7)(A), requesting information on the last quote concerning RFQ's and then (b) (7)(A) would submit their quote. If (b) (7)(A) received the Purchase Order, (b) (7)(A) would give the (b) (7)(A) employee 2% of the award.

(b) (7)(C), Procurement Office, (b) (7)(A) (b) (7)(A) received two e-mails within an eight minute time frame from Naeem Khan, an Afghan National, employed at (b) (7)(A) is based in Kabul, Afghanistan. The two e-mails were identical and read; "Dear Sir, As you are the buyer for some RFQ, so we are requesting to accept our proposal for business, We will quote on RFQ and will request you to give us the last price once the purchase order is awarded to us we will give you 2% and will transfer to your personal account or give you cash."

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To: SIGAR Investigations Directorate

Contact: (b) (7)(C)

Date: 6/14/2014

Title: Solicitation for Insider information,
Bribery and Kickbacks

On 18 March 2013, a g-mail account was set up on behalf of (b) (7)(C) in attempts to dialog with (b) (7)(C) about (b) (7)(C) proposal. Three e-mails were sent soliciting dialog, however no response was received from (b) (7)(C). (b) (7)(C) e-mail address is identified as: (b) (7)(C)

Execution of a SIGAR IG subpoena resulted in the seizure of 635,388 pages of e-mail correspondence between (b) (7)(A) and (b) (7)(A). Review of this additional information revealed nothing further to aid this investigation.

Data and Financial checks were conducted of (15) (b) (7)(A) employees at Camp Phoenix Afghanistan who may have had contact with (b) (7)(A) and specifically (b) (7)(C). No derogatory information was obtained from these reports.

(b) (7)(A) has subsequently stopped the RQF buying program at Camp Phoenix and moved it to Bagram where management can provide better oversight. (b) (7)(A) is longer being used by (b) (7)(A)

Inasmuch as all investigative leads have been exhausted in this matter; this case is closed. No information exists for prosecutive or administrative consideration.

Exhibits(s): None

LEAD(s):

Set Lead 1: (Action)

SIGAR Kabul: Close Investigation.

Set Lead 2: (Info)

SIGAR Headquarters: For information.

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SIGAR

Office of the Special Inspector General
for Afghanistan Reconstruction

Administrative Communication - Report of Investigation

Precedence: Routine

Date: 6/14/2014

To: SIGAR Investigations Directorate

Attn: (b) (7)(C)

From: (b) (7)(C)

Contact: (b) (7)(C)

Created By: (b) (7)(C)

CCN: 0057-12-BAF-5-0023

Lead Agency: SIGAR - Special Inspector General for Afghanistan Reconstruction

(b) (7)(A)

Title: (b) (7)(A)

Synopsis: This case is administratively closed with the submission of this report.

Details: This case was initiated in 2011 and was a joint effort with the (b) (7)(A) and the (b) (7)(A). Due to other more demanding operational and administrative priorities of the SIGAR Special Agent assigned to this investigation, this case was primarily pursued by (b) (7)(A) and (b) (7)(A) under their respective (b) (7)(A) “umbrella” cases. Subject herein, Three (b) (7)(A) was an (b) (7)(A) company. All investigative efforts were accomplished by (b) (7)(A) and (b) (7)(A) and each agency has since closed their cases relative to the allegations originally provided in this investigation, namely the submission of false claims by (b) (7)(A) in order to receive payment for the transportation of fuel purportedly stolen. As such, no further efforts are required of SIGAR Investigations; thereby, this case is now closed.

Exhibits(s): None

LEAD(s):

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To: SIGAR Investigations Directorate

Contact: (b) (7)(C)

Date: 6/14/2014

Title: (b) (7)(A)

Set Lead 1: (Action)

SIGAR Kabul: Close Investigation.

Set Lead 2: (Info)

SIGAR Headquarters: For information.

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SIGAR

Office of the Special Inspector General
for Afghanistan Reconstruction

Administrative Communication - Report of Investigation

Precedence: Routine

Date: 6/10/2014

To: SIGAR Investigations Directorate

Attn: (b) (7)(C)

From: (b) (7)(C)

Contact: (b) (7)(C)

Created By: (b) (7)(C)

CCN: 0034-11-KBL-1-0011

Lead Agency: SIGAR - Special Inspector General for Afghanistan Reconstruction

(b) (7)(A)

Title: (b) (7)(A) FALSIFYING CONTRACT
FULFILLMENTS

Synopsis: This case is administratively closed as it lacks prosecutive merit and its allegations are unfounded. The initial complainant withdrew from involvement in the matter; the subject company was sold; (b) (7)(C); and the potential witnesses were either unresponsive or were citizens of Afghanistan and the United Kingdom where SIGAR has limited/no subpoena authority.

Details: Investigation was initiated from information supplied in a SIGAR Hotline anonymous complaint on Oct 14, 2010. The complaint concerned two allegations against (b) (7)(A), who had a contract to perform economic and lifestyle surveys on behalf of various military units. The first allegation was that (b) (7)(A) had not conducted surveys, yet were filling out forms in the office and submitting them for payment. The second allegation was that (b) (7)(A) was billing for a special advisor's services and travel around Afghanistan, yet the advisor was deceased.

Agents attempted to interview several (b) (7)(A) employees. Those employees who would meet with SIGAR or talk to them over the phone stated (b) (7)(A) was not a well-established company, its owner, Susanne Tarkowski, was immature and the company treated its employees poorly. As a

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To: SIGAR Investigations Directorate

Contact: (b) (7)(C)

Date: 6/10/2014

Title: (b) (7)(A)

result, (b) (7)(A) employees left its employment soon after starting work there. One employee did confirm when (b) (7)(A) learned its subcontractors were completing surveys themselves and not doing it as required by the contract, the subcontractor(s) would be terminated. This employee, however, could not provide the relative specifics of this information.

During the course of this investigation, (b) (7)(A) was sold and the owner, (b) (7)(C). As a result, agents did not interview (b) (7)(C). With the lack of witnesses who could or would provide substantive information, the allegations in this case could not be proven. Also, agents were unable to determine if the purportedly deceased special advisor was actually deceased or not.

All financial records obtained during this investigation will be redacted from the case file and properly disposed of. No criminal, civil, or administrative alternatives were sought or are available in this matter. No further investigative efforts will be expended in this matter; thus, this case is closed with the submission of this report.

Exhibits(s): None

LEAD(s):

Set Lead 1: (Action)

SIGAR Kabul: Close Investigation.

Set Lead 2: (Info)

SIGAR Headquarters: For information.

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SIGAR

Office of the Special Inspector General
for Afghanistan Reconstruction

VIA ELECTRONIC TRANSMISSION

January 23, 2015

Re: FOIA Request #2015-F-001

This is an interim response to your Freedom of Information Act (FOIA) request to the Special Inspector General for Afghanistan Reconstruction (SIGAR), seeking the following information:

“A copy of the first five pages of the closing document (Report of Investigation, Closing Memo, Final Report, Referral Memo, Referral Letter, etc.) associated with each SIGAR closed investigation closed during calendar year 2014 to date.”

Your request is dated October 8, 2014. However, this office did not officially receive your request until October 16, 2014.

We have granted your request under the FOIA, Title 5 U.S.C. § 552, as amended. Our search identified 53 pages of electronic information responsive to your request. After a thorough review of the identified files, I have determined that portions of them are exempt from disclosure under the FOIA, 5 U.S.C. § 552 (b)(4), (b)(7)(A), and (b)(7)(C). We are releasing 53 pages in part.

On pages containing redacted information, we have provided the FOIA exemption upon which we have relied: Exemption 4 – protects information “such as trade secrets and commercial or financial information obtained from a company on a privileged or confidential basis which, if released, would result in competitive harm to the company.” Exemption 7(A) – protects information compiled for law enforcement purposes that could “reasonably be expected to interfere with enforcement proceedings.” Exemption 7(C) – protects law enforcement information that “could reasonably be expected to constitute an unwarranted invasion of personal privacy.”

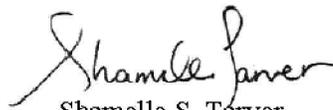
Under the FOIA’s administrative appeal provision, you have the right to administratively appeal any adverse determination(s) that an agency makes against this FOIA request. If you are not satisfied with this determination, you may appeal to the appellate authority within 60 days from the date of this letter. Your appeal should include the original copy of your request, the final response letter, and a detailed justification supporting your appeal. The envelope should be plainly marked, indicating that it is a FOIA appeal. If you decide to appeal, please send your appeal to:

Office of Privacy, Records & Disclosure
Special Inspector General for Afghanistan
2530 Crystal Drive
Arlington, VA 22202-3940

Provisions of the FOIA allow us to recover part of the cost of complying with your requests. In this instance, because the cost is below the fee threshold, no fee will be charged.

We will continue processing your request and will follow up with you no later than January 30, 2015, regarding the status of your request. If you have any questions concerning this request, please contact the Office of Privacy, Records & Disclosure at (703)545-6046, or sigar.pentagon.gencoun.mbx.foia@mail.mil. Please subject all inquiries using the assigned request number above. We appreciate your patience as we proceed with your request.

Sincerely,

A handwritten signature in black ink, appearing to read "Shamelle S. Tarver". The signature is fluid and cursive, with the first name being the most prominent.

Shamelle S. Tarver
Public Information Manager



SIGAR

Office of the Special Inspector General
for Afghanistan Reconstruction

Administrative Communication - Report of Investigation

Precedence: Routine

Date: 2/18/2014

To: SIGAR Investigations Directorate

Attn: DAIGI (b) (7)(C)

From: SA (b) (7)(C)

Contact:

Created By: SA (b) (7)(C)

CCN: 0015-14-WFO-6-0006

Lead Agency: SIGAR - Special Inspector General for Afghanistan Reconstruction

(b) (7)(A)

Title: (b) (7)(C)

Synopsis: Close case.

Details:

The captioned case was declined for prosecution and no judicial action was taken. A summary IR regarding the facts of this case and the declination of prosecution is document number 30 in this case file.

This matter has also been declined for S and D action per document number 39 in this case file.

A closing Form 20 has been submitted. It is document number 40 in this case file.

It is recommended that this case be closed.

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To: SIGAR Investigations Directorate

Contact:

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SIGAR

Office of the Special Inspector General
for Afghanistan Reconstruction

Administrative Communication - General

Precedence: Routine

Date: 7/22/2014

To: SIGAR Investigations Directorate

Attn: AIG-Investigations, (b) (7)(C)

From: (b) (7)(C) Special Agent

Contact: (b) (7)(C) Assistant Special Agent in Charge

Created By: (b) (7)(C) Special Agent

CCN: 0384-14-KBL-9-0014

Lead Agency: SIGAR - Special Inspector General for Afghanistan Reconstruction

(b) (7)(A)

Title: (b) (7)(A)

Synopsis: Case closure

Details: Investigation initiated based the receipt of SIGAR Audit Referral for Investigation (Code: I-007F/Date: 05/07/2014). According to a USFOR-A Information Paper in 06/2013, a DynCorp site manager stated that one to (b) (7)(A)

The Information Paper recommended an Army Regulation 15-6 (AR 15-6) investigation to determine (1) why the commander responsible for the (b) (7)(A)

through June 2013. However, base officials provided no information indicating that an AR 15-6 investigation took place and another former base official indicated that USFOR-A rejected the recommendation that an investigation be conducted. Referral was made to SIGAR Investigations Directorate to determine if the failure to conduct an AR 15-6 investigation was a violation of federal law due to the continued use of the (b) (7)(A).

On 07/15/2014, (b) (7)(C), SIGAR SIGPRO, reported the Fraud Section, Criminal Division,

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To: SIGAR Investigations Directorate

Contact:

Date: Click here to enter a date.

Title:

U.S. Department of Justice, had declined prosecution.

On 07/21/2014, (b) (7)(C), SIGAR Investigations Directorate – Counsel for Investigations, determined insufficient evidence exists to substantiate allegations that the failure to conduct an AR 15-6 investigation neither was improper nor is any individual identified that could be the subject of a fact-based debarment action. (b) (7)(C) concurred with case closure.

Exhibits(s): None

LEAD(s):

Set Lead 1: (Info)

SIGAR HQ

Case closed

Set Lead 2: (Info)

SIGAR Kabul

For information

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SIGAR

Office of the Special Inspector General
for Afghanistan Reconstruction

Administrative Communication

Precedence: Routine

Date: 1/26/2014

To: SIGAR Investigations Directorate

Attn: AIGI (b) (7)(C)

From: SIGAR Investigations Directorate Kabul SAC

Contact: (b) (7)(C)

Created By: (b) (7)(C)

CCN: 0508-13-KBL-1-0180

Lead Agency: SIGAR - Special Inspector General for Afghanistan Reconstruction

(b) (7)(A)

Title: (b) (7)(A)

Synopsis: The following SIGAR investigation is recommended for closure.

Details: On July 29, 2013, SFC (b) (7)(C), US Army, C-JTSCC Contracting Officer, provided ten Trip Management Requests (TMRs) submitted by (b) (7)(A) (b) (7)(A) for payment. (b) (7)(A) is an Afghan owned transportation services company. SFC (b) (7)(C) reported each of the TMRs was a fraudulent billing, bearing at least one forged signature and/or altered data. Subsequently, on July 31, 2013, SFC (b) (7)(C) provided an additional twenty four TMRs submitted by (b) (7)(A) which were suspected to be fraudulent.

Review of the TMRs by the military personnel listed as shippers and receivers confirmed all of the thirty four contained forged signatures.

On August 15, 2013, SFC (b) (7)(C) advised the thirty four TMRs were denied for payment based on this investigation. The value of the thirty four TMRs was \$103,076.85.

On January 23, 2014, SIGPRO (b) (7)(C) declined prosecution. On January 23, 2014, (b) (7)(C) concurred, suspension and debarment action is not warranted. This investigation is recommended for closure.

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To: SIGAR Investigations Directorate

Contact: (b) (7)(C)

Date: 1/26/2014

Title: (b) (7)(A)

LEAD(s):

Set Lead 1: (Info)

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Set Lead 2: (Info)

SIGAR For information

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SPECIAL INSPECTOR GENERAL FOR AFGHANISTAN RECONSTRUCTION
INVESTIGATIONS DIRECTORATE

Precedence: Routine

Date: 04/13/14

To: SIGAR Investigations Directorate

Attn: (b) (7)(C) AIGI

From: SIGAR Investigations - Forward

Contact: SA (b) (7)(C)

Created By: SA (b) (7)(C)

CCN: 0153-14

Lead Agency: SIGAR - Special Inspector General for Afghanistan Reconstruction

(b) (7)(A)

Title: (b) (7)(A), (b) (7)(C) Afghanistan

Synopsis: (b) (7)(C) Afghanistan contacted the SIGAR Hotline to complain about Afghan transportation company, (b) (7)(C), (b) (7)(A) (b) (7)(C), Kabul Afghanistan. (b) (7)(C) said (b) (7)(C), (b) (7)(A) transportation company that was unfairly awarded an Afghan National Army (ANA)/Afghan Air Force (AAF) aircraft refueling contract to distribute mobile aircraft fuel at Afghan military bases. (b) (7)(C) alleged that (b) (7)(C), (b) (7)(A) lacked the technical capacity to perform the contract work because (b) (7)(C) did not own "bowser-style" aircraft refueling trucks nor were (b) (7)(C), (b) (7)(A) employees certified to perform mobile cold fueling of aircraft. (b) (7)(C) alleged (b) (7)(C) (b) (7)(C), Kabul, Afghanistan also owned (b) (7)(C), (b) (7)(A) and had asked (b) (7)(C) for (b) (7)(A) to perform the contract in its entirety for (b) (7)(C), (b) (7)(A) as its subcontractor. The reporting agent (RA) learned when reviewing (b) (7)(C), (b) (7)(A) technical proposal submission to the CENTCOM-Joint Theater Support Contracting Command (C-JTSCC), (b) (7)(A) that (b) (7)(C), (b) (7)(A) stated they would not sub-contract any portion of the contract work.

Details: On January 10, 2014, the RA telephonically contacted (b) (7)(C) after obtaining contract documents from the C-JTSCC General Support Contracting Center (GSCC) to get clarification from (b) (7)(C) about his complaint, and to learn if (b) (7)(C) was the CEO/President of (b) (7)(C), (b) (7)(A) and how (b) (7)(C) was unfairly awarded the contract. The RA also sought to learn if (b) (7)(A) was currently transporting fuel to Afghan military bases on behalf of (b) (7)(C), (b) (7)(A)

CUI//FOUO

To: SIGAR Investigations Directorate

Contact: SA (b) (7)(C)

Date: 04/13/14

Title: (b) (7)(C), (b) (7)(A)

(b) (7)(C) said (b) (7)(C) visited (b) (7)(C) office unannounced in December 2013 after (b) (7)(C) was awarded the (b) (7)(A) refueling contract. The purpose of (b) (7)(C) visit was to seek assistance from (b) (7)(C) and (b) (7)(A) to perform (b) (7)(C) contract in its entirety as a subcontractor. (b) (7)(C) confirmed (b) (7)(A) was transporting and uploading the fuel to (b) (7)(A) for (b) (7)(C) based on a verbal agreement. (b) (7)(C) said that (b) (7)(A) performed the very same contract work from 2012-2013 prior to (b) (7)(C) award. The Afghan base commanders who (b) (7)(C) supplied fuel to continued to call him after he lost the contract asking (b) (7)(C) and (b) (7)(A) to deliver fuel to their bases because (b) (7)(C) was not making the deliveries. (b) (7)(C) said he initially refused to assist (b) (7)(C) because he was outraged by (b) (7)(C) contract award. He began receiving direct pressure from (b) (7)(C) relatives who occupy seats in the (b) (7)(A) (b) (7)(C), telling him to deliver the fuel for (b) (7)(C) in order to satisfy the Afghan base commanders. (b) (7)(C) said he feared for his safety and the safety of his family if he refused to work for (b) (7)(C).

On December 11, 2013 (b) (7)(C) provided the RA with email messages from (b) (7)(C) demonstrating that (b) (7)(C) asked for a price quote from (b) (7)(C) and later instructed (b) (7)(C) and other (b) (7)(A) personnel to use only (b) (7)(C) invoices rather than (b) (7)(A) invoices at the Afghan bases when refueling the aircraft so that (b) (7)(C) could submit the invoices for reimbursement without issue. (b) (7)(C) messages also contained information concerning his expectations of how (b) (7)(A) would represent itself to the (b) (7)(A) while servicing he contract. (b) (7)(C) sent the email from (b) (7)(C), (b) (7)(A) and signed it as the CEO/President. In another email dated December 26, 2013, (b) (7)(C) asked (b) (7)(C) for (b) (7)(A) "final best price" to perform the refueling services on behalf of (b) (7)(C).

(b) (7)(C) told (b) (7)(C) that it was not possible to use (b) (7)(C) invoices saying that (b) (7)(A) used a sophisticated accounting software program that wouldn't allow his company to utilize (b) (7)(C) invoices. (b) (7)(C) informed (b) (7)(C) that it was illegal to represent that (b) (7)(C) performed the work when (b) (7)(A) was actually performing the refueling services.

On January 08, 2014 Special Agent (SA) (b) (7)(C), Defense Criminal Investigative Service (DCIS), Camp As Sayliyah, (b) (7)(A) obtained the relevant contract documents for solicitation # (b) (4) from U.S. Air Force (b) (7)(C) and provided them to SIGAR. Page four of the SOW at paragraph 2.1.2 entitled, "Fleet Requirements" stated, "Contractor shall own no less than 60% of truck fleet, and shall provide list of subcontractors and joint venture Agreements upon demand". The SOW goes on to say in paragraph 2.1.2 that, "A list of trucks shall be submitted with offer; list shall include year, make, model, Vehicle Identification Number (VIN), and owner of each truck". A review of Volume II of (b) (7)(C) technical proposal submission, entitled, "Technical Capability" revealed that (b) (7)(C) stated they would perform 100% of the contract work and would not use subcontractors. Paragraph 2.3 of (b) (7)(C) technical proposal entitled "Subcontractor Termination Plan" stated,

To: SIGAR Investigations Directorate

Contact: SA (b) (7)(C)

Date: 04/13/14

Title: (b) (7)(C)

(b) (7)(C), (b) (7)(C) plans to self-perform all aspects of the Mobile Aircraft Fueling. We do not plan to use any subcontractors and therefore have not provided a subcontractor termination Plan”.

On February 25, 2014, (b) (7)(C) contacted the RA reporting that (b) (7)(C) threatened him during a February 23, 2014 telephone call for reporting (b) (7)(C) to SIGAR. (b) (7)(C) said he was aware that (b) (7)(C) had been working with a “foreign power” and told (b) (7)(C) he had attempted to ruin (b) (7)(C) trucking business. (b) (7)(C) told (b) (7)(C) that his contacts with SIGAR caused (b) (7)(C) and (b) (7)(A) to be suspended from bidding on future U.S. government contracts resulting in (b) (7)(C) losing \$600 million dollars. (b) (7)(C) provided the RA with a copy of a taped recording he made of the call, which was later provided to Trial Attorney (TA) (b) (7)(C) U.S. Department of Justice in a translated format. After listening to the tape TA (b) (7)(C) said he heard nothing that was explicitly threatening in nature and would not consider charging (b) (7)(C) for making threats against (b) (7)(C)

On February 24, 2014, (b) (7)(C) requested from (b) (7)(C), (b) (7)(C), (b) (7)(C), (b) (7)(C) a complete listing of (b) (7)(C) truck assets currently used to service said contract. (b) (7)(C) of (b) (7)(C), (b) (7)(A) (Law) Firm, Washington, DC responded to (b) (7)(C) in an email on March 02, 2014 stating his firm represented (b) (7)(C), (b) (7)(C) said that (b) (7)(C), (b) (7)(C) did not meet the 60% ownership requirement set forth in the SOW however made good faith representations in their proposal based on joint venture partner and subcontractor agreements concerning (b) (7)(C) ability to meet fleet requirements. (b) (7)(C) said (b) (7)(C) was currently meeting those requirements using subcontractors and joint venture partners. (b) (7)(C) stated that (b) (7)(C), (b) (7)(C) could not presently produce a listing of the trucks assets but would continue to research the matter and attempt to be responsive in the future.

(b) (7)(C) contacted the RA in an email on April 03, 2014 saying that (b) (7)(C) contract expired on April 05, 2014 and that his office didn't have other contracts with (b) (7)(C). (b) (7)(C) stated he intended to update past performance information to document (b) (7)(C) non-responsiveness to his request for information and that he would note their lack of responsiveness in (b) (7)(C) Joint Contingency Contracting System rating prior to making future awards to the company.

(b) (7)(C) Assistant Counsel for SIGAR – Investigations informed the RA that her office would not consider proposing (b) (7)(C), (b) (7)(C) for suspension and debarment proceedings based on varying contract requirements and case law involving the meaning of vehicle “ownership” as stated in (b) (7)(C) proposal. It was determined during a previous suspension and debarment proceeding that current U.S. administrative case law suggested that a contractor could claim to own vehicles in a proposal and not actually acquire the vehicles until being awarded the contract. (b) (7)(C) stated she made her decision based on the existing case law.

This investigation is closed.

To: SIGAR Investigations Directorate

Contact: SA (b) (7)(C)

Date: 04/13/14

Title: (b) (7)(C), (b) (7)(A)

Set Lead 1:

SIGAR HQ: (Info)

Set Lead 2:

SIGAR-Kabul: Close Investigative File.



SIGAR

Office of the Special Inspector General
for Afghanistan Reconstruction

Administrative Communication

Precedence: Routine

Date: 1/26/2014

To: SIGAR Investigations Directorate

Attn: AIGI (b) (7)(C)

From: SIGAR Investigations Directorate Kabul SAC

Contact: (b) (7)(C)

Created By: (b) (7)(C)

CCN: 0065-14-KBL-3-0017

Lead Agency: DCIS - Defense Criminal Investigative Service

(b) (7)(A)

Title: (b) (7)(C)

Synopsis: The following SIGAR investigation is recommended for closure.

Details: An anonymous source contacted DCIS and reported (b) (7)(A)

(b) (7)(A) under contract (b) (4). The contract was valued at approximately \$430,000. The project manager for (b) (7)(A) was (b) (7)(C). The Joint Contracting Command used engineering advisors on this contract from Lockheed Martin Corporation, to include the project manager, (b) (7)(C). The anonymous source alleged he overheard a conversation where (b) (7)(C) had accepted an all-expense paid trip to France from (b) (7)(C). Subsequent investigation revealed no evidence that (b) (7)(C) had ever traveled to France. (b) (7)(C) was interviewed and denied the allegations. Efforts to locate and interview (b) (7)(C) were unsuccessful. Contracting personnel confirmed (b) (7)(C) had no contractual authority and did not issue or influence payments on the contract. This anonymous source also recanted his allegations against (b) (7)(C).

CLASSIFICATION:
CUI // FOUO

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To: SIGAR Investigations Directorate

Contact: (b) (7)(C)

Date: 1/26/2014

Title: (b) (7)(C)

On January 23, 2014, SIGPRO (b) (7)(C) declined prosecution. On January 24, 2014, (b) (7)(C) concurred, suspension and debarment action is not warranted. A copy of the final report of investigation, prepared by DCIS, was obtained and included in the official case file. All investigative leads have been exhausted. This investigation is recommended for closure.

LEAD(s):

Set Lead 1: (Info)

SIGAR For information

Set Lead 2: (Info)

SIGAR For information

CLASSIFICATION:
CUI // FOUO

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SIGAR

Office of the Special Inspector General
for Afghanistan Reconstruction

Administrative Communication

Precedence: Routine

Date: 1/26/2014

To: SIGAR Investigations Directorate

Attn: AIGI (b) (7)(C)

From: SIGAR Investigations Directorate Kabul SAC

Contact: (b) (7)(C)

Created By: (b) (7)(C)

CCN: 0584-13-KBL-1-0209

Lead Agency: SIGAR - Special Inspector General for Afghanistan Reconstruction

(b) (7)(A)

Title: (b) (7)(A)

Synopsis: The following SIGAR investigation is recommended for closure.

Details: On August 13, 2013, SFC (b) (7)(C), US Army Contracting Officer, GSCC-Transportation Branch, Camp Phoenix, Afghanistan, provided five Transportation Management Requests (TMRs) submitted by (b) (7)(A) (b) (7)(A) for payment. (b) (7)(A) is an Afghanistan based transportation services company. SFC (b) (7)(C) reported each of the TMRs were suspected to be a fraudulent billing, bearing at least one forged signature and/or altered data.

SFC (b) (7)(C), USA, advised all of the missions billed on the five TMRs had been cancelled.

On November 26, 2013, (b) (7)(C), C-JTSCC/GSCC, advised the total value of the TMR denied for payment based on this investigation was \$30,887.90.

On January 23, 2014, SIGPRO (b) (7)(C) declined prosecution. On January 23, 2014, (b) (7)(C) concurred, suspension and debarment action is not warranted. This investigation is recommended for closure.

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To: SIGAR Investigations Directorate

Contact: (b) (7)(C)

Date: 1/26/2014

Title: (b) (7)(A)

LEAD(s):

Set Lead 1: (Info)

SIGAR For information

Set Lead 2: (Info)

SIGAR For information

CLASSIFICATION:
CUI // FOUO

Page 2 of 2

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CUI//FOUO



**SPECIAL INSPECTOR GENERAL FOR AFGHANISTAN RECONSTRUCTION
INVESTIGATIONS DIRECTORATE**

Precedence: Routine

Date: 6/12/2014

To: SIGAR Investigations Directorate

Attn: (b) (7)(C) Assistant Inspector General-Investigations

From: SIGAR Investigations Directorate

Contact: (b) (7)(C) Assistant Special Agent in Charge

Created By: (b) (7)(C) Special Agent

CCN: 0247-14-WFO-0086

Lead Agency: SIGAR - Special Inspector General for Afghanistan Reconstruction

(b) (7)(A)

Title: (b) (7)(C)
(b) (7)(C)
ADAP

Synopsis: Investigative activity supports closing this investigation as “Unfounded”

Details:

This investigation was initiated in conjunction with CAC card deployment, data base checks and analysis involving individuals who are deployed or have business interests in Afghanistan. Financial reviews surfaced (b) (7)(C), (herein identified as (b) (7)(C)), a DOD contractor, as being involved in possible financial structuring to avoid reporting requirements pursuant to the requirements of the Bank Secrecy Act (BSA). Analysis of financial transactions related to (b) (7)(C) revealed he sent an aggregate of \$10,500 to (b) (7)(C), Republic of the Philippines (RP) between 01/09/2013 – 02/24/2013 and \$11,390.00 between 3/15/2013 – 6/20/2013 in structured increments.

On 21MAY14, (b) (7)(C) was interviewed and confirmed that he had no income other than his salary; he had no business relationship with any U.S. or Afghanistan contractors; he had a girlfriend identified as (b) (7)(C) in the RP whom he sent funds to periodically; and he was married to and separated from (b) (7)(C). (b) (7)(C) provided a Financial Release to review his Wells Fargo bank account statements for confirmation purposes, Attachment (1) pertains.

Page 1 of 2

CUI//FOUO

To: SIGAR Investigations Directorate

Contact: (b) (7)(C)

Date: 6/12/2014

Title: ADAP

During JUN14, (b) (7)(C) Wells Fargo checking account records were obtained and reviewed. No unusual or suspicious activity was noted, Attachment (2) pertains.

Contact with (b) (7)(C) occurred on 27MAY14 wherein she confirmed that she and (b) (7)(C) were married but had been separated for four years. She had no knowledge of any other income received by (b) (7)(C) other than his salary from his employment, Attachment (3) pertains.

Due to the lack of criminal activity, this investigation will be closed as unfounded.

Attachments:

1. IR: Results of Interview of (b) (7)(C), dated 21MAY14
2. IR: Review of (b) (7)(C) Wells Fargo Account, dated 03JUN14
3. IR: Results of Interview of (b) (7)(C), 27MAY14



IR Results of Interview of (b) (7)(C)



IR Review of (b) (7)(C) Wells Fargo



IR Results of Interview of (b) (7)(C)

Set Lead 1: (Info)

SIGAR HQ: Investigation closed.

CUI//FOUO



**SPECIAL INSPECTOR GENERAL FOR AFGHANISTAN RECONSTRUCTION
INVESTIGATIONS DIRECTORATE**

Precedence: Routine

Date: 4/25/2014

To: SIGAR Investigations Directorate

Attn: (b) (7)(C) Assistant Inspector General-Investigations

From: SIGAR Investigations Directorate, Washington Field Office, Arlington, VA

Contact: (b) (7)(C) ASAC

Created By: (b) (7)(C) Special Agent

CCN: 0150-14-WFO-7-0070

Lead Agency: SIGAR - Special Inspector General for Afghanistan Reconstruction

(b) (7)(A)

Title: (b) (7)(C)
(b) (7)(C)
ADAP

REFERENCE

- (A) SIGAR AC, dated 18DEC2013
- (B) SIGAR AC, dated 28MAR2014

Synopsis: Investigation initiated after information surfaced regarding structured deposits by a (b) (7)(C) a DOD contractor. Interview of account holder and additional inquiries determined allegations were unfounded. Investigation closed.

Details: Investigation was initiated in conjunction with CAC card deployment and other data base checks involving individuals who are deployed or have business interests in Afghanistan and who may be involved in suspicious financial transactions.

This investigation was initiated after information surfaced wherein three deposits of \$9,999 and one deposit of \$3,122 were deposited into the joint Naval Federal Credit Union (NFCU) account of (b) (7)(C) (b) (7)(C) and (b) (7)(C) (b) (7)(C). Inquiries revealed (b) (7)(C) was a DOD contractor and (b) (7)(C) and (b) (7)(C) were parents to (b) (7)(C). The pattern of the transactions were in the amounts less than \$10,000, indicating structuring to avoid reporting requirements of the Bank Secrecy Act (BSA)

Specifically, during 03/26/2013 thru 04/02/2013 three checks each totaling \$9,999 and one

Page 1 of 3

CUI//FOUO

To: SIGAR Investigations Directorate

Contact: (b) (7)(C)

Date: 4/25/2014

Title: ADAP

check totaling \$3,122.26, were deposited into the Navy Federal Credit Union (NFCU) joint savings account of (b) (7)(C) (b) (7)(C) and (b) (7)(C). A review of the NFCU checks in question determined the four checks reflected the notation "Post to the Account of (b) (7)(C) account (b) (7)(C)". Check letterhead information identified the checks as coming from Metavante Corporation, P.O. Box 7236, Sioux Falls, SD, 57117. Queries revealed Metavante Corporation is a national third party bill payment provider that issues payments on behalf of online banking customers. Online banking customers seeking to transfer money or pay bills utilize the services of Metavante Corporation. Further inquiries revealed the checks had originated from the Naval Surface Warfare Center Credit Union, Dahlgren, VA

On 21APR14, (b) (7)(C) was interviewed and confirmed he was a DOD contractor employed as a Field Service Representative Drone Operator, with (b) (7)(A) (b) (7)(C) confirmed he travels periodically to different Forward Operating Bases (FOBs) in Afghanistan for employment purposes. He has two Credit Union accounts: one with the Naval Surface Warfare Center (NSWC) Credit Union, Dahlgren, VA, and the NFCU. (b) (7)(C) payroll is directly deposited into the NSWC Credit Union where funds are utilized by his parents to pay monthly bills while he is deployed. When he determines there is a surplus of funds with his NSWC Credit Union account, he transfers a quantity of funds into his NFCU account. He confirmed during MAR-APR 2013 he authorized three withdrawals of \$9,999 each and one for \$3,122 to be deposited into his NFCU account. (b) (7)(C) used the figure of \$9,999 after he was told by NSWC Credit Union personnel that he could not make larger than \$10,000 deposits, so he used the figure \$9,999. A review of his NFCU statement dated FEB-JUN13, confirmed no other suspicious or criminal activity or other affiliations with other U.S. or Afghanistan contractors.

No criminal activity has been identified. Attachments (1) thru (4) provide amplifying details. Investigation is closed as unfounded.

Attachment(s):

- (1) IR: Case File Review, dated 26MAR14
- (2) IR: Database Queries for Background on (b) (7)(C) and (b) (7)(C) dated 06FEB14
- (3) IR: Interview of (b) (7)(C) 21APR14
- (4) IR: Receipt and Review of (b) (7)(C) NFCU Statement, 24APR14

Attachment #1

Attachment #2

Attachment #3

Attachment #4

To: SIGAR Investigations Directorate

Contact: (b) (7)(C)

Date: 4/25/2014

Title: ADAP



IR Case File
Review.docx



IR Review of NFCU
Checks.docx



IR Interview of
(b) (7)(C).docx



IR Receipt and
Review of (b) (7)(C)

CUI//FOUO



**SPECIAL INSPECTOR GENERAL FOR AFGHANISTAN RECONSTRUCTION
INVESTIGATIONS DIRECTORATE**

Precedence: Routine**Date:** 7/7/2014**To:** SIGAR Investigations Directorate (ID)**Attn:** (b) (7)(C) AIGI – SIGAR-ID**From:** (b) (7)(C) ASAC-SIGAR-ID**Contact:** SA (b) (7)(C)**Created By:** SA (b) (7)(C)

CCN: 0072-14-WFO-3-0022

Lead Agency: SIGAR - Special Inspector General for Afghanistan Reconstruction

(b) (7)(A)

Title: (b) (7)(C)

Synopsis: This investigation was initiated based upon wire transfers from Afghanistan to financial accounts in the United States in the names of (b) (7)(C). During the years 2010 through 2013, there were numerous wire transfers totaling in excess of \$345,000 to accounts controlled by (b) (7)(C) at the TD Bank. Information developed to date reflects (b) (7)(C) being employed as a food handler in New York.

Details: (b) (7)(C) was interviewed as part of this investigation and advised that he and his long-time friend (b) (7)(C) started a vehicle exporting business circa 2007 dealing primarily in mid-1990 vintage Toyota Camrys and Corollas to Afghanistan. (b) (7)(C) was also interviewed and corroborated (b) (7)(C) account. (b) (7)(C) further stated that they would receive an order for vehicles and money to purchase the vehicles from a relative in Afghanistan who also acted as a broker. He and (b) (7)(C) purchased the vehicles from auto auctions and private sales and then exported the vehicles through their company (b) (7)(C), LLC and (b) (7)(A), LLC to consignees in Dubia. They received between \$200-400 per vehicle. He estimated they exported a total of between 60-100 vehicles.

A review of electronic export information obtained from Immigration and Customs Enforcement (ICE) showed a total of 36 exportations, averaging between five and six cars per exportation, from September 2009 through March 2013. Total value of the vehicles shipped was

Page 1 of 2

CUI//FOUO

To: SIGAR Investigations Directorate

Contact: (b) (7)(C)

Date: 6/25/2014

Title: (b) (7)(C)

ILLINOIS NATIONAL GUARD

\$752,960.00. The export information was consistent with statements from (b) (7)(C) and (b) (7)(C)

This investigation is being closed as unfounded. No civil or administrative action is anticipated.

Attachment(s):

1. Interview of (b) (7)(C)



Interview of Abdul
(b) (7)(C).docx

2. Interview of (b) (7)(C)



Interview of (b) (7)(C)
(b) (7)(C).docx

3. Exportation Information



(b) (7)(C) (b) (7)(C) and
(b) (7)(A)

LEAD(s):

Set Lead 1: (Info)

SIGAR: Close Investigation

Set Lead 2: (Info)

SIGAR: N/A



SIGAR

Office of the Special Inspector General
for Afghanistan Reconstruction

Administrative Communication - Report of Investigation

Precedence: Routine

Date: 5/27/2014

To: SIGAR Investigations Directorate

Attn: (b) (7)(C) AIGI

From: SA (b) (7)(C)

Contact: ASAC (b) (7)(C)

Created By: SA (b) (7)(C)

CCN: 0310-14-MZS-9-0097

Lead Agency: SIGAR - Special Inspector General for Afghanistan Reconstruction

(b) (7)(A)

Title: Afghan Soybean Factory

Synopsis: Request for case closure.

The Afghan Soybean Factory (ASF) in Mazar-e-Sharif is an American Soybean Association (ASA) funded project which opened in 2012. The factory was designed to process soybeans grown by local Afghan farmers. In September 2010, a Soybeans for Agricultural Renewal in Afghanistan Initiative (SARAI) proposal to the US Department of Agriculture (USDA) for the construction of a soybean processing plant in Afghanistan was accepted and signed. The Afghan Soybean Factory located in the Gorimar Industrial Park (GIP), Mazar-e-Sharif began operations in 2012.

Details: On March 10, 2014, SIGAR Inspector General Mr. Sopko and SIGAR personnel visited the Soybean Factory. (b) (7)(C) and SIGAR personnel met with (b) (7)(A)

The representatives presented a historical overview of the soybean project, the factory operations, future goals and impediments to success.

The Soybean Factory project was initially proposed in 2010 by SARAI. The purpose of the project was primarily two-fold, to facilitate the construction of a soybean processing facility

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To: SIGAR Investigations Directorate

Contact: SA (b) (7)(C)

Date: 5/27/2014

Title: Afghan Soybean Factory

warehouse which would process Afghan soybeans thereby creating a demand for soy in Afghanistan and to provide a good source of protein to combat the critical deficiency among the rural population of Afghanistan.

(b) (7)(A)

Subsequent to the March 10th meeting Mazar-e-Sharif SIGAR investigators met with USDA Senior Agricultural Adviso (b) (7)(A), (b) (7)(C)

Products to discuss the project history, development and future operations. Additionally, investigators met with (b) (7)(C) who provided the investigators with a updated progress report of factory operations and future planning. Agents also visited the Afghan Agricultural Extension Project (AAEP) in Balk Province which operates as a farming educational extension program for local Afghan farmers. A portion of the project is dedicated to farming techniques designed to increase soybean yields.

To date, no issues have arisen which would justify further involvement from SIGAR Investigations Directorate, therefore this investigation is closed (b) (7)(A) under (b) (4)

On May 29, 2014, SIGAR Inspections Division conducted an inspection of the (b) (7)(A) SIGAR Investigations facilitated and supported the inspection as required. The results of the inspection will be provided in a separate report. Should the inspection reveal issues needing the attention of the Investigation Directorate, this matter can be revisited at such time.

Attachment(s): None

LEAD(s):

Set Lead 1: (Action)
SIGAR-Kabul. Close Case.

Set Lead 2: (Info)
SIGAR Headquarters. For information and awareness.

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SPECIAL INSPECTOR GENERAL FOR AFGHANISTAN RECONSTRUCTION
INVESTIGATIONS DIRECTORATE

Precedence: Routine

Date: 11/12/2013

To: SIGAR Investigations Directorate

Attn: (b) (7)(C) AIG-I

From: SIGAR Investigations Directorate-Camp Leatherneck

Contact: (b) (7)(C)

Approved By: (b) (7)(C) SAC
(b) (7)(C) ASAC

Created By: (b) (7)(C)

Case ID: 0562-13-WFO

Complaint #: N/A
Case Status: Complaint Evaluation (CE)

Lead Agency: SIGAR - Special Inspector General for Afghanistan Reconstruction

(b) (7)(A)

SIGAR Lead Agent: (b) (7)(C)

SIGAR Supporting Agent: N/A

Title: (b) (7)(A)

Synopsis: This investigation is closed.

Details: On August 20, 2013, the complainant alleged that (b) (7)(C) and (b) (7)((b) (7)(C) husband and wife, had gained employment with (b) (7)(A) on a U.S. Government contract through unscrupulous means for positions for which they were not qualified. The complainant knows (b) (7)(C) personally. Specifically, the complainant alleged that (b) (7)(C) had a criminal records and embellished her resume' to get the job with (b) (7)(A) (b) (7)(C) claimed Afghan heritage on his resume' to get his job with (b) (7)(A) when, in actuality, he is Pakistani. Complainant further alleged that (b) (7)(C) and (b) (7)(C) formed a Florida corporation, (b) (7)(A) on June 24, 2011, soon after (b) (7)(C) was hired as the (b) (7)(A) working on another government contract. Complainant suspects (b) (7)(A) was formed to allow (b) (7)(C) and (b) (7)(C) to illegally funnel contract funds to them.

CUI//FOUO

To: SIGAR Investigations Directorate

Contact: SA (b) (7)(C)

Date: 11/12/2013

Title

This allegation will be incorporated and worked under case 0530-13-WFO-1-0216.

Attachment(s):

LEAD(s):

Set Lead 1: (Info)

SIGAR-Headquarters:

Set Lead 2: (Info)

N/A

Page 2 of 2

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RELEASED BY SIGAR



SIGAR

Office of the Special Inspector General
for Afghanistan Reconstruction

Administrative Communication - General

Precedence: Routine

Date: 6/10/2014

To: SIGAR Investigations Directorate

Attn: (b) (7)(C) Assistant Inspector General – Investigations

From: SIGAR Investigations Directorate – Bagram Air Field (BAF)

Contact: (b) (7)(C) – Assistant Special Agent in Charge

Created By: (b) (7)(C) – Special Agent

CCN: 0217-14-BAF-3-0065

Lead Agency: DSS - Department of State, US Diplomatic Security Service

(b) (7)(A)

Title: (b) (7)(C)

Details: In February 2014, SIGAR Special Agents (SAs), Bagram Airfield (BAF), Afghanistan alerted the Diplomatic Security (DS) office at U.S. Embassy Kabul (USEK) of suspected visa fraud conspiracy within the embassy's Consular Affairs (CA) section. Specifically, Afghan Sources told SIGAR agents that an Afghan named (b) (7)(b) (7)(C) aka (b) (7)(C), had been representing himself as an "official" representative of (b) (7)(A) located in (b) (7)(A) and for a price of about \$22,000, (b) (7)(C) asserted he could arrange for Afghans to receive a U.S. visa for the purpose of studying at (b) (7)(A). During the week of April 13, 2014, allegations expanded to include fraud related to the issuance of Special Immigration Visas (SIVs) (b) (7)(A) related that (b) (7)(C) stated he had a contact within the Consular Affairs (CA) section at the USEK who could expedite the issuance of his SIV for a fee .

An internal investigation at the USEK identified 22 Afghans who, between May 2009 and November 2012, were granted an F-1 student visa to attend BSU. The DS Chicago Field Office (CFO) was then tasked to determine whether the documentation these 22 students presented to CA personnel in Kabul, i.e., the Forms I-20, Certificate of Eligibility For Nonimmigrant (F-1) Student Status, issued by the university, were fraudulent.

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To: SIGAR Investigations Directorate

Contact: SA (b) (7)(C)

Date: 6/10/2014

Title: (b) (7)(C)

On April 10, 2014, DS SA (b) (7)(C), SIGAR SA (b) (7)(C), and Homeland Security Investigations Immigration & Customs Enforcement (HSI-ICE) SA (b) (7)(C) interviewed 5 members of (b) (7)(A) International Student Services staff, including the Director, Mr. (b) (7)(C). The agents learned that the Forms I-20 are generated based on decisions made by other departments, e.g., Admissions and Financial Aid, and each individual Form I-20 has multiple self-authentication features that would make it difficult to counterfeit.

Based on State Department and Homeland Security records, of the 22 Afghans who received F-1 visas to (b) (7)(A) at least one appeared to have been an intending immigrant more than a student. She came to the U.S., failed to enroll at (b) (7)(A) and yet remained in the U.S. as a visa overstay. (b) (7)(C) was interviewed on May 23, 2014 and was found to in fact be in violation of her immigration status, however, (b) (7)(C) appeared to have no knowledge of alleged visa fraud. This matter was referred to HSI for action.

Follow-up interviews conducted of (b) (7)(A) staff and an Afghan student indicate (b) (7)(C) is not precluded from accepting money to assist students through the application process as (b) (7)(C) is not an employee of the USEK, nor in a position at (b) (7)(A) to accept students for enrollment. Information obtained to date indicates the Afghans who attended (b) (7)(A) were legitimately accepted to the University based on good academic standing and proof of financial stability.

Throughout the course of the investigation of alleged student visa fraud, Reporting Agent arranged a number of consensually monitored meetings in Afghanistan between (b) (7)(A) and (b) (7)(C) in attempt to gain information about alleged misfeasance at the USEK CA section. (b) (7)(C) continued to assert that, for a fee (NFI), a "contact" at the USEK CA section could expedite his SIV. (b) (7)(A) related that (b) (7)(C) had offered to introduce him to this contact. However, (b) (7)(A) then related that (b) (7)(C) had been avoiding him as of May 16, 2014 and had failed to return his calls. (b) (7)(A) indicated he had heard rumors that (b) (7)(C) was aware he was being investigated. (b) (7)(A) also related that (b) (7)(C) had accused him of recording telephone calls. Based on this information, (b) (7)(A) was instructed not to make contact with (b) (7)(C) for the safety of himself and his family. Additionally, (b) (7)(A) related that on the morning of June 6, 2014, two unidentified males wearing scarves around their faces were beating on the front door of his home (where his family resides) and asking about the whereabouts of (b) (7)(A). Based on these facts, it is evident this source has been compromised.

Inasmuch as the allegations of this case are unfounded and the use of (b) (7)(A) to further develop any relevant information would be not only detrimental to the (b) (7)(A) safety and that of his family, but would also most likely prove fruitless, this investigation will be closed, effective with the submission of this administrative communication. All evidence will be sent to SIGAR

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Page 2 of 3

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To: SIGAR Investigations Directorate

Contact: SA (b) (7)(C)

Date: 6/10/2014

Title: (b) (7)(C)

Headquarters for retention per SIGAR policy. Prosecutive and administrative remedies are not applicable.

Agent's Note: ASAC (b) (7)(C) plans to meet with the Consul General's office, USEK, to articulate concern for the safety of (b) (7)(A) and family until such time as the (b) (7)(A) SIV will be granted. (b) (7)(A) confidential source file will remain opened until SIV is executed and (b) (7)(A) and family move to the United States.

Exhibits(s): None

LEAD(s):

Set Lead 1: (Info)

SIGAR HQ :

For information, awareness and record.

Set Lead 2: (Action)

SIGAR – Kabul

Close case.

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SIGAR

Office of the Special Inspector General
for Afghanistan Reconstruction

Administrative Communication Case Closure

Precedence: Routine

Date: 6/11/2014

To: SIGAR Investigations Directorate

Attn: (b) (7)(C) AIG-I

From: (b) (7)(C)

Contact: S/A (b) (7)(C)

Created By: (b) (7)(C)

CCN: 0391-14-KBL-9-0116

Lead Agency: SIGAR - Special Inspector General for Afghanistan Reconstruction

(b) (7)(A)

Title: (b) (7)(A)

Details: On May 13, 2014, (b) (7)(b) (7)(C) (b) (7)(C) Logistics Services was interviewed by the RA at the US Embassy, Kabul. Also present at the interview was LTCOL (b) (7)(C)

(b) (7)(C) US Embassy, Kabul. (b) (7)(C) stated the following: (b) (7)(C) is the president of (b) (7)(A) (b) (7)(C), (b) (7)(A) is a sub-contractor to (b) (7)(A) and (b) (7)(A) both logistics companies. (b) (7)(C) was transporting US Army SDDC cargo in 68 trucks for the (b) (7)(A) and (b) (7)(A). On or about May 7, 2014, on Jalalabad road, NDS and ANP stopped all 68 trucks even though (b) (7)(C) had all the necessary T1's for all the trucks and the US Army SDDC cargo it was transporting.

(b) (7)(C) believes the reason the 68 trucks were stopped was due to (b) (7)(C) not paying the Afghan Customs fees. NDS and ANP both suspect (b) (7)(C), (b) (7)(A) is somehow linked with (b) (7)(C), (b) (7)(A) just uses (b) (7)(C) to transport cargo from Pakistan to the Afghan border. (b) (7)(C) checked with (b) (7)(C) and (b) (7)(C) advised (b) (7)(C) there were no taxes owed by (b) (7)(C) to the Afghan Customs Department (ACD); ACD has confirmed this.

On May 14, 2014, a letter was prepared for the NDS to review the above information and to release these trucks. NDS has declined to meet with SIGAR and discuss this matter. No further investigative steps will be taken in this matter and this investigation is administratively closed

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To: SIGAR Investigations Directorate

Contact: (b) (7)(C)

Date: 6/11/2014

Title: (b) (7)(A)

(b) (7)(A)

since the complaint is outside the purview of SIGAR.

LEAD(s):

Set Lead 1: (Info)

SIGAR KABUL: For information and for case closure.

Set Lead 2: (Info)

SIGAR HQ: For Information and for case closure.

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SIGAR

Office of the Special Inspector General
for Afghanistan Reconstruction

Administrative Communication - Closed

Precedence: Routine

Date: 3/27/2014

To: SIGAR Investigations Directorate

Attn: (b) (7)(C) AIG-I

From: (b) (7)(C) ASAC

Contact: (b) (7)(C) ASAC

Created By: (b) (7)(C) ASAC

CCN:

Lead Agency: SIGAR - Special Inspector General for Afghanistan Reconstruction

(b) (7)(A) Yes No

Title: (b) (7)(A)

Summary: This investigation is closed.

Details: On March 27, 2014, Special Inspector General for Afghanistan Reconstruction (SIGAR) Assistant Special Agent in Charge (ASAC) (b) (7)(C) met with (b) (7)(C) (b) (7)(C), Political Advisor, Combined Security Transition Command Afghanistan (CSTA) and COI (b) (7)(C) concerning the above SIGAR (b) (7)(A) inquiry. COL (b) (7)(C) advised, based on the based on the information provided in the allegation initial command inquires were made but, based on the low amount of alleged fraud and the mission priorities of the (b) (7)(A) this matter will not be pursued with the Afghanisan Ministry of Interior. During the meeting COL (b) (7)(C) provided a letter prepared for (b) (7)(C) as it relates to ghost Afghanistan employees. This letter has been incorporated in the ICMS electronic case file. Based on this information this investigation is closed. As there were no confirmation of the allegations no DoJ or SIGAR S/D declinations were sought in this matter.

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To: SIGAR Investigations Directorate

Contact: (b) (7)(C)

Date: 3/27/2014

Title: (b) (7)(A)

LEAD(s):

Set Lead 1: (Info)

SIGAR HQ: Close investigation.

Set Lead 2: (Info)

SIGAR Kabul: For information and close investigation.

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SIGAR

Office of the Special Inspector General
for Afghanistan Reconstruction

Administrative Communication - Report of Investigation

Precedence: Routine

Date: 7/10/2014

To: SIGAR Investigations Directorate

Attn: (b) (7)(C) Assistant Inspector General – Investigations

From: SIGAR Investigations Directorate – Bagram Field Office

Contact: (b) (7)(C) – Assistant Special Agent in Charge

Created By: (b) (7)(C) – Special Agent

CCN: 0312-14-BAF-3-0096

Lead Agency: USACIDC - US Army Criminal Investigation Command

(b) (7)(A)

Title: (b) (7)(C), SSG, USA

Synopsis: All investigative activity has been completed. SSG (b) (7)(C) has redeployed to Ft. Bragg, NC and Non-Judicial Punishment was recommended. This investigation is closed.

Details: Investigation was initiated on March 20, 2014, after ICCTF – BAF, Afghanistan, received a complaint regarding a \$3,000 bribe allegedly solicited by a United States person from an Afghan vendor. Investigation positively identified Staff Sergeant (b) (7)(C) (b) (7)(C) as the subject of this investigation. SSG (b) (7)(C) was assigned as a (b) (7)(A) operator within the 3rd Special Forces Group deployed to Camp Duskin. SSG (b) (7)(C) is believed to have solicited a bribe payment of \$3,000 from a vendor who was awarded a general maintenance contract. SSG (b) (7)(C) utilized an interpreter during the solicitation; (b) (7)(C) (NFI), who is an Afghan National.

On March 24, 2014, consensually monitored conversations were recorded between the vendor, Namaz and SSG (b) (7)(C). The conversations captured included incriminating statements by SSG (b) (7)(C). ICCTF members attempted to travel to Camp Duskin in order to make the requested \$3000 bribe payment and subsequently conduct subject interview(s) and execute search warrants. Enroute, the investigative team was diverted back to BAF due to increased kinetic activity at the landing site. Two additional attempts were made to travel to Camp Duskin to execute the bribe

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To: SIGAR Investigations Directorate

Contact: SA (b) (7)(C)

Date: 7/10/2014

Title (b) (7)(C)

payment; however, travel was unsuccessful. During the interim the Commander at Camp Duskin moved SSG (b) (7)(C) to BAF.

After SSG (b) (7)(C) move to Bagram, additional consensual telephone calls from the vendor to Namaz were attempted but were unsuccessful. A text message was also sent to (b) (7)(C) but he did not respond.

On April 14, 2014, ICCTF members traveled to Camp Duskin and interviewed (b) (7)(C) (b) (7)(C), an Afghan National. (b) (7)(C) stated that during the initial meeting between (b) (7)(C) SSG (b) (7)(C) and himself, SSG (b) (7)(C) asked (b) (7)(C) what was his net profit for his contract and (b) (7)(C) related \$6,000.00. SSG (b) (7)(C) then told (b) (7)(C) he wanted half of his net profit. (b) (7)(C) stated (b) (7)(C) agreed without any objection. (b) (7)(C) then stated during subsequent meetings between (b) (7)(C) SSG (b) (7)(C) and himself, SSG (b) (7)(C) requested (b) (7)(C) provide a receipt to reflect that clothing was purchased in the amount of \$3,000.00. The receipt had to be itemized reflecting shoes, jackets and pants. (b) (7)(C) then went on to say he did not know if SSG (b) (7)(C) was going to use the receipt to show he purchased the clothing or put the money in his pocket. When questioned about his full involvement and why he was doing this to another Afghan National, (b) (7)(C) stated he was nobody and when a soldier told him to do something, he had to do it.

On April 17, 2014, SSG (b) (7)(C) was interviewed in reference to this investigation. SSG (b) (7)(C) denied any knowledge and/or complicity stating that he only wanted the money to buy his workers some clothing articles.

SSG (b) (7)(C) has been transferred back to Ft. Bragg, NC. Correspondence with the Staff Judge Advocate for SSG (b) (7)(C) Command, 2ndBN, 3rdSFG, Ft. Bragg, NC, disclosed that SSG (b) (7)(C) will be admonished administratively via Article 15, UCMJ (Non-Judicial Punishment). ICCTF was advised that SSG (b) (7)(C) special forces qualification will be revoked and he will be issued a General Officer Memorandum of Reprimand (GOMAR) which will prevent him from re-enlistment. Attempts to verify SSG (b) (7)(C) punishment have been unsuccessful; the matter is still pending.

Inasmuch as no further investigative work is required, this case is closed. If SSG (b) (7)(C) does receive admonishment or a GOMAR, such will be documented in this case file when provided.

Attachment(s):

None

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To: SIGAR Investigations Directorate

Contact: SA (b) (7)(C)

Date: 7/10/2014

Title: (b) (7)(C) (b) (7)(C), SSG, USA

LEAD(s):

Set Lead 1: (Info)

SIGAR-HQ: For visibility.

Set Lead 2: (Info)

SIGAR-Kabul: Close Investigation.

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SIGAR

Office of the Special Inspector General
for Afghanistan Reconstruction

Administrative Communication - Report of Investigation

Precedence: Routine

Date: 6/14/2014

To: SIGAR Investigations Directorate – Washington Field Office, Arlington, VA

Attn: (b) (7)(C) Assistant Inspector General - Investigations

From: SIGAR Investigations Directorate - Bagram

Contact: (b) (7)(C) Assistant Special Agent in Charge

Created By: (b) (7)(C) – Special Agent

CCN: 0158-14-BAF-1-0059

Lead Agency: SIGAR - Special Inspector General for Afghanistan Reconstruction

(b) (7)(A)

Title: (b) (7)(A), Dubai, UAE (b) (7)(A)

Synopsis:

U.S. Army personnel observed employees from (b) (7)(A), Dubai, UAE ((b) (7)(A) illegally dumping (b) (7)(A) in a ditch just outside of the Bagram Airfield (BAF), Afghanistan. ((b) (7)(A) is a (b) (7)(A) (b) (7)(A) Afghan National Police (ANP) was briefed on the investigation and declined prosecution. Defense Contract Management Office (DCMA) issued a Corrective Action Report (CAR) to the prime contractor, (b) (7)(A) International (b) (7)(A) who investigated the incident and initiated correction measures to prevent future illegal dumping and improve communications between the (b) (7)(A) (b) (7)(A) and the U.S. Government. This investigation is closed.

Details:

Sargent (SGT) (b) (7)(C) (b) (7)(C) U.S. Army reported the (b) (7)(A) within close proximity to Entry Control Point 10 (ECP 10), Bagram Airfield (BAF), Afghanistan. SGT (b) (7)(C) is a supervisor with (b) (7)(A) is (b) (7)(A) for the transportation and (b) (7)(A) of (b) (7)(A) (b) (7)(A) was awarded the U.S. Army Logistical Civil Augmentation Program (LOGCAP) contract for northern Afghanistan.

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To: SIGAR Investigations Directorate

Contact: SA (b) (7)(C)

Date: 6/14/2014

Title: (b) (7)(A) International FZE, Dubai, UAE

According to SGT (b) (7)(C) (b) (7)(A) trucks operating on BAF transport (b) (7)(A) to ECP 10 where it is downloaded into tanks. (b) (7)(A) trucks operating outside of BAF upland and transport the (b) (7)(A) to approved Afghan dump facilities. Due to force protection concerns (b) (7)(A) (b) (7)(A) operating on BAF do not exit BAF nor do (b) (7)(A) trucks operating off base enter BAF. The (b) (7)(A) is transferred through a sally-port at ECP10 to (b) (7)(A) trucks operating outside.

SGT (b) (7)(C) reported he received a call on December 23, 2013, from the BAF contracted security guards stating that one of the (b) (7)(A) trucks off base broke down and was requesting permission to allow the driver to empty some of the (b) (7)(A) contained in the truck. SGT (b) (7)(C) declined the request and later focused cameras on the truck. A few minutes later SGT (b) (7)(C) witnessed the (b) (7)(A) truck pull forward about 100 yards and move to the side of the road. A second (b) (7)(A) truck pulled up behind the first (b) (7)(A) truck. A hose was removed from the second truck and connected to the first truck. The driver of the second truck appeared to dig a trench toward the roadside ditch. According to SGT (b) (7)(C) the hose was directed toward the ditch and he observed what he believed was (b) (7)(A) being dispensed into the ditch. SGT (b) (7)(C) directed the contract security guards to stop the (b) (7)(A) and as the security guards approached the trucks, the two drivers detached the hose, got into their trucks and drove off. Photographs were taken of the (b) (7)(A) dispensed into the ditch. (b) (7)(A) employees, when interviewed, claimed the spring(s) under the tank broke. The driver requested an (b) (7)(A) employee to bring hoses so that he could off-load (b) (7)(A) to reduce the weight on the springs.

The Defense Contract Management Agency (DCMA) issued a Corrective Action Report (CAR) requiring (b) (7)(A) to review the incident, determine the cause and corrective action. (b) (7)(A) claimed they were unaware of the incident until receipt of the DCMA CAR. (b) (7)(A) determined the nonconformance was a failure by (b) (7)(A) to provide adequate oversight of subcontractor communication and directed (b) (7)(A) to provide remedial training to their employees. (b) (7)(A) also stated any further incidents would be reported to the U.S. Government within 24 hours of occurrence. DCMA accepted (b) (7)(A) corrective actions and the CAR was closed.

The Afghan National Police, Parwan Province was briefed on this investigation and declined to prosecute. This investigation is closed

LEAD(s):

Set Lead 1: (Info)

SIGAR HQ: This investigation is closed.

Set Lead 2: (Action)

SIGAR Kabul: Close case.

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SIGAR

Office of the Special Inspector General
for Afghanistan Reconstruction

Administrative Communication - Closed

Precedence: Routine

Date: 5/24/2014

To: SIGAR Investigations Directorate

Attn: AIG-I (b) (7)(C) Sr.

From: Special Agent in Charge, Afghanistan

Contact: ASAC (b) (7)(C)

Created By: S/A (b) (7)(C)

CCN: 0356-14-KBL-0-0106

Lead Agency: USACIDC - US Army Criminal Investigation Command

(b) (7)(A)

Title: (b) (7)(C)

Details: Investigation was initiated on April 22, 2014 after the U.S. Army Criminal Investigation Division Command (USACIDC), Major Procurement Fraud Unit (MPFU), Camp Phoenix, Afghanistan (AFG), referred this criminal investigation to SIGAR for a joint investigation with the FBI (ICCTF-A). USACIDC reported a possible structuring scheme by (b) (7)(C) in excess of \$900,000.00. (b) (7)(C) was a DOD contractor in AFG, performing work under a contract with the U.S. Army Corps of Engineers (USACE). USACIDC MPFU also reported the discovery of a previous investigation, (b) (7)(A) which involved the suspicious removal of (b) (7)(A) from Camp Phoenix, AFG, allegedly by (b) (7)(C)

An MPFU/FBI financial review of (b) (7)(C) bank records failed to identify any structuring scheme and reflected only timely payroll direct deposits consistent with his salary. (b) (7)(C) also denied the allegations of theft during his interview. During the joint investigation, no USACE contracts were found to be impacted through this allegation. MPFU closed their investigation as unfounded.

This case was presented by USACIDC MPFU and SIGAR to SIGPRO (b) (7)(C), USDOJ, who declined prosecutive jurisdiction. (b) (7)(C) SIGAR HQ, advised no suspension or debarment (S&D) action would be anticipated in this matter. This investigation is closed as

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To: SIGAR Investigations Directorate

Contact: S/A (b) (7)(C)

Date: 5/24/2014

Title: (b) (7)(C) (b) (7)(C)

unfounded.

LEAD(s):

Set Lead 1: (Info)

SIGAR HQ

For information.

Set Lead 2: (Info)

SIGAR KABUL

For information.

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SIGAR

Office of the Special Inspector General
for Afghanistan Reconstruction

Administrative Communication - General

Precedence: Routine

Date: 9/3/2014

To: SIGAR Investigations Directorate

Attn: (b) (7)(C) Assistant Inspector General – Investigations

From: SIGAR Investigations Directorate – Washington Field Office

Contact: (b) (7)(C) – Assistant Special Agent in Charge

Created By: (b) (7)(C) – Special Agent

CCN: 0205-14-WFO-1-0077

Lead Agency: SIGAR - Special Inspector General for Afghanistan Reconstruction

(b) (7)(A)

Title: (b) (7)(A) ; **Financial Audit Referral**

Summary: Case initiated based on a referral from SIGAR – Audit Directorate alleging billing and labor irregularities on a USAID-funded project titled, “Alternative Development Program/Eastern Region.”

Details: The purpose of the Alternative Development Program/Eastern Region (ADP/E) was to accelerate licit economic growth and business activity and provide an alternative source of income to poor households whose livelihoods depended on the opium economy.

SIGAR’s Audit found that (b) (7)(A) obtained fingerprints and/or signatures from Afghan workers as proof that the individual received payment for the work performed as part of a Cash-for-Work (CFW) program. SIGAR’s Audit found that approximately 33% of the timesheets reviewed contained at least one of three conditions: the fingerprints and/or signatures of the workers hired under CFW programs and temporary consultants appeared to be identical; timesheets used for proof of payment did not match the number of days paid; and the home village of the day laborers paid by the CFW program could not be identified and thus the target area benefited by the CFW program could not be determined (the contract required that specific target areas benefit from the CFW program).

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To: SIGAR Investigations Directorate

Contact: SA (b) (7)(C)

Date: 9/3/2014

Title: (b) (7)(A) Financial Audit Referral

(b) (7)(A) responded to the above findings advising that because paydays were not announced in advance, there were instances when laborers could not be present to receive their pay for work performed. In these instances, a third party (village elders) would typically receive the payment on the laborers' behalf. (b) (7)(A) confirmed that their timesheet procedures required employees to submit timesheets three days prior to the end of the working month. This would cause the employees and supervisors to estimate their time for these final three days, resulting in the confusion. Further, (b) (7)(A) has created an electronic tool to identify field locations benefitted from the CFW programs. These locations are obtained from scanned documents that will be available for future audits and reviews.

On February 12, 2014, USAID submitted a letter (Attachment 1) stating its Office of Financial Management (OFM) reviewed (b) (7)(A) corrective actions and explanations and found them acceptable. USAID has requested closure of the audit.

To date, SIGAR – Audit Directorate has not responded to USAID's audit closure request as Audit is in the process of writing a letter of inquiry to USAID about its decision-making process regarding the questioned amounts. Should separate allegations of misconduct arise upon closure of the audit, a separate case will be initiated.

On September 3, 2014, the Fraud Section, Criminal Division, U.S. Department of Justice, declined prosecution of this matter. On September 12, 2014, SIGAR declined Suspension & Debarment consideration of this matter and concurred with closing the investigation.

Exhibits(s):

(1) USAID Letter Requesting Closure of SIGAR Recommendations

LEAD(s):

Set Lead 1: (Info)

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Page 2 of 3

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To: SIGAR Investigations Directorate

Contact: SA (b) (7)(C)

Date: 9/3/2014

Title: (b) (7)(A) Financial Audit Referral

SIGAR HQ:

Close case.

Set Lead 2: (Info)

SIGAR – Kabul:

For information, awareness and record.

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Page 3 of 3

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SIGAR

Office of the Special Inspector General
for Afghanistan Reconstruction

Administrative Communication - General

Precedence: Routine

Date: 8/11/2014

To: SIGAR Investigations Directorate

Attn: (b) (7)(C) Assistant Inspector General-Investigations

From: SIGAR Investigations Directorate-Washington Field Office, Arlington, VA

Contact: (b) (7)(C) Assistant Special Agent in Charge

Created By: Special Agent (b) (7)(C)

CCN: 0235-14-WFO-5-0066

Lead Agency: SIGAR - Special Inspector General for Afghanistan Reconstruction

(b) (7)(A)

Title: (b) (7)(C) ;

Details: AC closing the above captioned case.

This investigation was initiated based upon information developed from Project Eagle Flight which disclosed suspect Eagle Cash Card (ECC) transactions by 1st Sgt. (b) (7)(C), United States Marine Corp (USMC) from July through October, 2013, while assigned to Camp Leatherneck, AF.

A review of his financial records indicated credits and transfers during the above referenced time period which totaled \$87,070.00. (b) (7)(C) was interviewed and advised he was appointed by the commanding officer of his battalion when he arrived at Camp Leatherneck to collect funds from the Marines in his battalion for the annual Marine Corps Birthday Party, scheduled for November, 2013, in Las Vegas, NV. He provided documentation to support these financial transactions.

This matter was declined by both the SIGPRO and SIGAR Suspension / Debarment.

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To: SIGAR Investigations Directorate

Contact: SA (b) (7)(C)

Date: 8/11/2014

Title: (b) (7)(C)

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**SPECIAL INSPECTOR GENERAL FOR AFGHANISTAN RECONSTRUCTION
INVESTIGATIONS DIRECTORATE**

Precedence: Routine

Date: 5/5/2014

To: SIGAR Investigations Directorate

Attn: (b) (7)(C) AIG-I

From: SIGAR Investigations, Domestic Operations

Contact: ASAC, (b) (7)(C)

Created By: Special Agent (b) (7)(C)

CCN: 0148-14-WFO-7-0038

Lead Agency: SIGAR - Special Inspector General for Afghanistan Reconstruction

(b) (7)(A)

Title: (b) (7)(C), ADAP

Synopsis: Interview of Subject (b) (7)(C) along with review of suspicious financial data, failed to document any criminal wrong doing by Subject (b) (7)(C) and hence captioned case is submitted as closed.

Details: (b) (7)(C) name surfaced during SIGAR's proactive suspicious financial activity project involving US citizens deployed to Afghanistan known as ADAP.

During analysis, information was developed on suspicious financial transactions by (b) (7)(C), (b) (7)(C)

(b) (7)(A), (b) (7)(C)

Analysis reflected \$150,600 worth of suspicious transactions spanning from September 9, 2012 to February 21, 2013 involving numerous wire transfers by (b) (7)(C) either to himself (CONUS Domestic wires) or international wires to (b) (7)(C) (b) (7)(C) in Bishkek, Kyrgyzstan. The largest of these transactions was a September 17, 2012 wire of \$40,000 to (b) (7)(C) which is annotated both as "business venture" and "transfer to family member." During this timeframe in question, (b) (7)(C) was based in BAF however according to his credit union statements involving Automatic Teller Machine (ATM) transactions he was in Bishkek, Kyrgyzstan from September 12th,

CUI//FOUO

To: SIGAR Investigations Directorate

Contact: ASAC (b) (7)(C)

Date: 4/16/2014

Title: (b) (7)(C), ADAP

2012 through September 28th, 2012.

DRS Senior Management has cooperated with SIGAR and provided DRS Human Resource records on (b) (7)(C) which documented his pay in 2012 and 2013 was \$317,444.14 and \$273,853.80, respectively. Review of life insurance and 401K plan information shows (b) (7)(C) spouse (b) (7)(C) as primary beneficiary and there is no beneficiary reflecting (b) (7)(C) or any indication that this person is related to (b) (7)(C). DRS Senior Management advised that it is not uncommon for DRS deployed employees to purchase property while overseas.

On April 24, 2014, Reporting Agent and SA (b) (7)(C), Army Criminal Investigation Command, Major Procurement Fraud Unit, conducted an interview of (b) (7)(C) at the International Contract Corruption Task Force, Bagram Air Field (BAF), Afghanistan.

(b) (7)(C) related that (b) (7)(C) was a friend who he met when she worked at Bagram. She used to (b) (7)(A). (b) (7)(C) asked him to help her buy a condo, which he agreed to do. The condo is located in Bishkek, Kyrgyzstan. (b) (7)(C) further related he believed he had provided a little over \$50,000.00 to assist (b) (7)(C) in purchasing the condo and items for the condo. But was unsure of the total amount. (b) (7)(C) was a little embarrassed when Reporting Agent advised him that he had provided \$83,000.00 in wire transfers to (b) (7)(C). (b) (7)(C) further related he did not loan her the money, he gave it to her as a gift.

(b) (7)(C) also explained that the ATM transaction in (b) (7)(C) was executed during his visit for three weeks in September 2012. He was attending a wedding of a friend, (b) (7)(C) (b) (7)(C)(NFI), who previously worked for KBR in Afghanistan. (b) (7)(C) was marrying a woman who also used to (b) (7)(A) but he did not recall her name. This was the only time he visited Kyrgyzstan.

(b) (7)(C) explained he took a loan from his 401k retirement account for \$50,000.00 to and initiated a \$40,000.00 wire transfer to assist (b) (7)(C) in buying the condo. The other \$10,000.00 he used for a vacation. (b) (7)(C) confirmed that he sent the \$40,000.00 sometime during September 2012.

(b) (7)(C) stated his relationship with (b) (7)(C) was strictly platonic; however, he had hoped for more. He explained when he expressed to her how he felt about a year ago, she told him that he was too old for her and she did not feel the same way. At this point, he stopped sending money. He has known (b) (7)(C) for about four years. (b) (7)(C) stated that (b) (7)(C) is currently in Dubai, UAE, working in one of the malls. He provided a photograph and current e-mail address.

(b) (7)(C) then detailed the reason he has transferred approximately \$8000.00 from his Service Credit Union Account to his Marion Polk Credit Union Account. (b) (7)(C) stated the Service

To: SIGAR Investigations Directorate

Contact: ASAC (b) (7)(C)

Date: 4/16/2014

Title: (b) (7)(C), ADAP

Credit Union Account is his primary account and he is the only one who can access it. The Marion Polk Credit Union Account is also his but his wife and children have access to this. He sends money for emergencies and other needs via this account.

The full results of (b) (7)(C) interview contains supporting documentation which includes the 401 (k) loan, payment plan and payoff. Also it includes wire transfers, (b) (7)(C) photograph and current e-mail account.

(b) (7)(C) stated that none of his intentions were illegal and related that he would be cooperative if we needed additional information.

On May 5, 2014, Reporting Agent briefed SIGAR Suspension and Debarment Attorney (b) (7)(C) who concurred with closing captioned investigation.

LEAD(s):

Set Lead 1: (Info)

SIGAR HQ

Captioned Investigation is closed.

Set Lead 2: (Info)

SIGAR Forward

For information only.



SIGAR

Office of the Special Inspector General
for Afghanistan Reconstruction

Administrative Communication - General

Precedence: Routine

Date: 8/21/2014

To: SIGAR Investigations Directorate

Attn: AIG-I (b) (7)(C)

From: Special Agent in Charge, Afghanistan

Contact: ASAC (b) (7)(C)

Created By: SA (b) (7)(C)

CCN: 0085-14-KAF-7-0024

Lead Agency: SIGAR - Special Inspector General for Afghanistan Reconstruction

(b) (7)(A)

Title: (b) (7)(C) Suspect Bulk Cash Smuggling.

Synopsis: This case was initiated based on information received from the (b) (7)(A) regarding a cash interdiction of \$4,700.00 USDs . Investigation deemed that this money was proceeds from his pay at DynCorp. This case is closed.

Details: This case was initiated based on information received from the (b) (7)(A) regarding a cash interdiction of \$4,700.00 USDs at the (b) (7)(A) transshipment Hub in Bahram from a parcel shipment falsely declared and emulating from Camp Leatherneck, Afghanistan on November 12, 2013. (b) (7)(A) security x-rayed the contents of the parcel and discovered \$4700.00 hidden in the package. (b) (7)(A) shipment records revealed the parcel was sent by (b) (7)(b) (7)(C) a US Contractor employed by (b) (7)(A) from the (b) (7)(A) Office at Camp Leatherneck, Afghanistan. Further review of the shipping documents revealed (b) (7)(C) listed the items on the Customs and Border Protection (CBP) Customs Declaration as personal effects acquired abroad and falsely declared the value of the contents in the package as \$395.00. (b) (7)(C) was interviewed by SIGAR agents when notified by (b) (7)(A) his package was returned to Camp Leatherneck. (b) (7)(C) admitted he was sending the currency to his home residence in North Carolina and the cash was from his earnings as a (b) (7)(C) contractor. (b) (7)(C) stated he purposely hid the currency in the package in case someone tampered with or opened the package, they would not readily see the money. (b) (7)(C) stated he purposely did not claim the currency as it would have alerted others cash was in the shipment. (b) (7)(C) further stated he did

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To: SIGAR Investigations Directorate

Contact: SA (b) (7)(C)

Date: 6/13/2014

Title: (b) (7)(A)

not know it was illegal to ship cash. The \$4700.00 was returned to (b) (7)(C) by (b) (7)(A) CBP and Homeland Security Investigations (HSI) was notified and informed of the (b) (7)(C) suspect BCS incident. Financial queries revealed no identifiable reporting or suspicious activity on (b) (7)(C) TECS checks and a review of (b) (7)(C) international travel history by HSI failed to reveal any suspect activity. HSI informed SIGAR (b) (7)(C) traveled back to the US from Afghanistan without incident on May 27, 2014. HSI/CBP did not express an interest in pursuing a Customs duty or failure to declare charge or penalty (19USC1497) on (b) (7)(C) Inquiries with the KAF CAC issuance office determined (b) (7)(C) CAC expired on July 7, 2014 and was not renewed. (b) (7)(C) contract with (b) (7)(C) was scheduled to end on or before July 30, 2014 as Camp Leatherneck was closing down. Follow-up inquiries with (b) (7)(A) FedEx and UPS did not reveal any additional shipments from Afghanistan for (b) (7)(C) SIGPRO Trial Attorney (b) (7)(C) was briefed on the status of this investigation and on August 20, 2014 provided a prosecution declination. As the \$4700.00 shipped by (b) (7)(C) was below the \$10,000.00 currency reporting requirement threshold and no additional issues or concerns have developed, this investigation is submitted for closure.

All investigative efforts have been completed. This matter is not referred to the SIGPROs or Suspension & Debarment authorities as this money was deemed proceeds from his salary. This investigation is closed.

Attachment(s): None.

LEAD(s):

Set Lead 1: (Info)

SIGARHQ: For information and closure.

Set Lead 2: (Info)

SIGAR Kabul: For information.

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SIGAR

Office of the Special Inspector General
for Afghanistan Reconstruction

Administrative Communication - General

Precedence: Routine

Date: 8/28/2014

To: SIGAR Investigations Directorate

Attn: (b) (7)(C)
Assistant Inspector General for Investigations

From: SIGAR Investigations Directorate
Washington Field Office

Contact: (b) (7)(C)
Director, Money Laundering Task Force

Created By: (b) (7)(C)
Special Agent

CCN: 0111-14-WFO-7-0035

Lead Agency: SIGAR - Special Inspector General for Afghanistan Reconstruction

(b) (7)(A)

Title: (b) (7)(C) - ADAP

Details: During analysis, information was developed on suspicious financial transactions by (b) (7)(C) is listed as a contractor with (b) (7)(A). Also identified in the report was (b) (7)(C) wife, (b) (7)(C)

Analysis reflected significant financial activity between September 2012 and April 2013 to include \$1,587,275.00 in wire transfers originating from (b) (7)(C) in Afghanistan. A total of \$4,318,350.00 in financial transactions was noted. Deposits were made in the Bank of America, NA, in accounts under both names listed above. Also included was \$29,000.00 in cash at San Francisco airport in December 2012. Some transactions were noted as being for "Consulting Services."

Research through EDA and FPDS-NG disclosed fifteen (15) contracts issued to (b) (7)(A) the USACE between 2008 and 2013 valued at over \$27 million. Five of those contracts (b) (4)

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To: SIGAR Investigations Directorate

Contact: (b) (7)(C)

Date: 8/28/2014

Title: Director, MLTF

(b) (4) were ongoing during the 2012-2013 time period mentioned above and were valued at over \$10 million. No issues were detected on any of these contracts.

Although (b) (7)(C) business is located in Kabul, his family lives in Fremont, CA where he maintains joint banking accounts with his wife. Based on the value of his contracts, the wire transfers listed in the opening paragraph would not be suspect.

SA (b) (7)(C) emailed (b) (7)(C) in an attempt to interview him at his home in Fremont. (b) (7)(C) advised that he was in Kabul at that time and did not have any immediate plans for his return to Fremont.

Based on the foregoing, this case will be closed as unfounded.

LEAD(s):

Set Lead 1: (Info)

SIGAR WFO: Close case file.

Set Lead 2: (Info)

SIGAR

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Page 2 of 2

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SPECIAL INSPECTOR GENERAL FOR AFGHANISTAN RECONSTRUCTION
INVESTIGATIONS DIRECTORATE

Precedence: Routine

Date: 7/11/2014

To: SIGAR Investigations Directorate

Attn: (b) (7)(C) AIG-I

From: SIGAR Investigations Directorate-Camp Leatherneck

Contact: (b) (7)(C)

Approved By: (b) (7)(C) SAC
(b) (7)(C) ASAC

Created By: (b) (7)(C)

Case ID: 0100-14-WFO-7-0032

Complaint #: 0100-14-WFO-7-0032
Case Status: Full (F)

Lead Agency: SIGAR - Special Inspector General for Afghanistan Reconstruction

(b) (7)(A) Yes No

SIGAR Lead Agent: (b) (7)(C)
SIGAR Supporting Agent: (b) (7)(C)

Title: (b) (7)(C) - ADAP

Synopsis: This investigation is closed.

Details: During routine financial analysis, information was developed on suspicious financial transactions received by (b) (7)(C). (b) (7)(C) is listed as having accessed the Phoenix Dining Hall in Kabul, Afghanistan, multiple times during October 2011. No other references noted. He is listed as the president of business checking account (NFI) #7441626384, at Banking Center, Orlando, FL, which received five incoming wire transfers totally \$38,711.73. These transfers all emanated from (b) (7)(A) (b) (7)(A), Afghanistan International Bank, Afghanistan.

Receipt of wires/fees and dates as follows; 1) 05/15/2012 - \$5,244.47; 2) 06/25/2012 - \$4,945.00; 3) 08/07/2012 - \$9,945.28; 4) 10/09/2012 - \$10,427.00; and 5) 02/12/2012 - \$8,150.00. Subsequent purchases were deemed as inconsistent with business expenses.

To: SIGAR Investigations Directorate

Contact: SA (b) (7)(C)

Date: 7/11/2014

Title: (b) (7)(C) - ADAP

(b) (7)(C) was interviewed and stated that after leaving Afghanistan, he was contacted by an Afghan friend, (b) (7)(C), President of (b) (7)(A) Logistics & Construction Company ((b) (7)(A)), Afghanistan, who requested (b) (7)(C) partner with his company to purchase hard to get commercial off the self office supplies, i.e. ink toner, projector bulbs, etc. (b) (7)(C) created a Limited Liability Corporation (LLC) in Florida during March 2012 under the name (b) (7)(A) (b) (7)(A), to facilitate the business venture. (b) (7)(A) provided office supplies to (b) (7)(A) for their operations in Afghanistan. (b) (7)(C) invoiced (b) (7)(C) for the supplies and (b) (7)(C) wired payments to (b) (7)(C). The first of five such payments were received around May 2012. (b) (7)(C) identified the five wires as payments for the office supplies. Soon after sequestration, Raytheon restricted purchase for office supplies, effectively ending the business venture.

No evidence of wrongdoing was identified and no criminal, civil or administrative actions are anticipated. This investigation is closed.

Attachment(s):

1. Interview of (b) (7)(C)



LEAD(s):

Set Lead 1: (Info)

SIGAR-Headquarters: close case

Set Lead 2: (Info)

SIGAR-Afghanistan: for information.